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SUPREME COURT OF THE UNITED STATES.

No. 141.

THE UNITED STATES, PLAINTIFF,

vs.

EPHRAIM BRIGGS.

ON A CERTIFICATE OF DIVISION FROM THE CIRCUIT COURT U. S., FOR THE DISTRICT OF MICHIGAN.

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J. & G. S. Gideon, printers.

CIRCUIT COURT OF THE U. S.,
For the 7th circuit and district of Michigan.

In the case of

THE UNITED STATES OF AMERICA, }
vs. }
EPHRAIM BRIGGS. }

Pleas before the judges of the circuit court of the United States for the seventh circuit and district of Michigan, at the district court room, in the city of Detroit, in the district aforesaid, of the term of June, in the year of our Lord one thousand eight hundred and forty-six.

DISTRICT OF MICHIGAN, *ss:*

The United States of America put in their place John Nevell, their attorney, to prosecute their complaint against Ephraim Briggs, in the court aforesaid.

DISTRICT OF MICHIGAN, *ss:*

Ephraim Briggs, in his own proper person, at the suit of the said United States, upon the complaint aforesaid.

DISTRICT OF MICHIGAN, *ss:*

Be it remembered, that, on the twenty-fifth day of June, in the year of our Lord one thousand eight hundred and forty six, the grand jury of the United States, for the said district of Michigan, came into the court aforesaid, before the judges thereof, at the district court room in the city of Detroit, and exhibited and filed in said court their bill of indictment against the said Ephraim Briggs; which said bill of indictment is in the words following, and that is to say:

DISTRICT OF MICHIGAN, *ss:*

The grand jurors of the United States of America, impannelled and sworn to inquire in and for the body of the district of Michigan, upon their oath present, that Ephraim Briggs, late of the township of Huron, in the county of Wayne, in the district of Michigan aforesaid, with force and arms, &c., to wit, on the first day of April, in the year of our Lord one thousand eight hundred and forty-five, at township four south, range nine east, in the county of Wayne, in the district of Michigan, and within the jurisdiction of this court, broke and entered a certain close of the United States there situate, to wit, a certain close of the United States called the Wyandotte reserve, and then and there a great number of trees, to wit, twenty white oak trees, and twenty hickory trees, of the said United States, of great value, to wit, of the value of one hundred dollars, there then standing, growing, and being, did cut, fell, and prostrate, with intent the said trees then and there to use and employ in another manner than for the use of the navy of the United States, that is to say, with intent the said trees then and there to use

and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity. And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Ephraim Briggs, to wit, on the first day of January, in the year of our Lord one thousand eight hundred and forty-five, at the township last aforesaid, in the county of Wayne aforesaid, in the district of Michigan, and within the jurisdiction of this court, with force and arms, &c., knowingly and wilfully, a great number of other trees, to wit, twenty white oak trees, and twenty hickory trees, of the United States, of great value, to wit, of the value of one hundred dollars, there then standing, growing, and being on lands of the United States there situate, to wit, on lands of the United States called the Wyandotte reserve, did cut, fell, and prostrate, with intent the said last mentioned trees then and there to use and employ in another manner than for the use of the navy of the United States, that is to say, with intent the said last mentioned trees then and there to use and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity.

And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Ephraim Briggs, with force and arms, &c., to wit, on the first day of February, in the year of our Lord one thousand eight hundred and forty-five, at the township last aforesaid, in the county of Wayne aforesaid, in the district of Michigan, and within the jurisdiction of this court, on lands of the United States there situate, to wit, on certain lands of the United States called the Wyandotte reserve, a great number of other trees, to wit, twenty white oak trees, and twenty hickory trees, of the said United States, of great value, to wit, of the value of one hundred dollars, there then being on said lands, did cut, with intent the said last mentioned trees then and there to use and employ in another manner than for the use of the navy of the United States, that is to say, with intent the said last mentioned trees then and there to use and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity.

And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Ephraim Briggs, with force and arms, &c., to wit, on the first day of March, in the year of our Lord one thousand eight hundred and forty-five, at the township last aforesaid, in the county of Wayne aforesaid, in the district of Michigan, and within the jurisdiction of this court, a great number of other trees, to wit, twenty white oak trees, and twenty hickory trees, of the United States, of great value, to wit, of the value of one hundred dollars, there then standing, growing, and being on lands of the United States there situate, to wit, on certain lands of the United States called the Wyandotte reserve, did aid and assist, and was employed in cutting, felling, and prostrating, with intent the said last mentioned trees then and there to use and employ in another manner than for the use of the navy of the United States, that s to say, with intent the said last mentioned trees then and there to use

and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity.

And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Ephraim Briggs, with force and arms, &c., to wit, on the fifteenth day of March, in the year of our Lord one thousand eight hundred and forty-five, at the township last aforesaid, in the county of Wayne aforesaid, in the district of Michigan, and within the jurisdiction of this court, on lands of the United States there situate, to wit, on certain lands of the United States called the Wyandotte reserve, a great number of other trees, to wit, twenty white oak trees, and twenty hickory trees, of the United States, of great value, to wit, of the value of one hundred dollars, there then being on said lands, did aid and assist, and was employed in cutting, with intent the said last mentioned trees then and there to use and employ in another manner than for the use of the navy of the United States, that is to say, with intent the said last mentioned trees then and there to use and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity.

And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Ephraim Briggs, with force and arms, &c., to wit, on the fifteenth day of February, in the year of our Lord one thousand eight hundred and forty-five, at the township last aforesaid, in the county of Wayne, in the district of Michigan, and within the jurisdiction of this court, a great number of other trees, to wit, twenty white oak trees, and twenty hickory trees, of the United States, of great value, to wit, of the value of one hundred dollars, there then standing, growing, and being on lands of the United States there situate, to wit, on certain lands of the United States called the Wyandotte reserve, did cut, fell, and prostrate, and cause and procure to be cut, felled, and prostrated, and did aid and assist, and was employed in cutting, felling, and prostrating, with intent the said last mentioned trees then and there to use and employ in another manner than for the use of the navy of the United States, that is to say, with intent the said last mentioned trees then and there to use and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity.

And the jurors aforesaid, upon their oath aforesaid, do further present, that the said Ephraim Briggs, with force and arms, &c., to wit, on the fifteenth day of January, in the year of our Lord one thousand eight hundred and forty-five, at the township last aforesaid, in the county of Wayne aforesaid, in the district of Michigan, and within the jurisdiction of this court, on lands of the United States there situate, to wit, on certain lands of the United States called the Wyandotte reserve, a great number of other trees, to wit, twenty white oak trees, and twenty hickory trees, of the said United States, of great value, to wit, of the value of one hundred dollars, there then being on said lands, did cut, and cause and procure to be cut, and did aid and assist, and was employed in cutting, with intent the said

last mentioned trees then and there to use and employ in another manner than for the use of the navy of the United States, that is to say, with intent the said last mentioned trees then and there to use and employ for his own use, against the form of the statute of the United States in such case made and provided, and against their peace and dignity.

Demurrer.

And the said Ephraim Briggs, in his own proper person, cometh into court here, and, having heard the said indictment read, saith, that the said indictment, and the matters therein contained, in manner and form as the same are above stated and set forth, are not sufficient in law, and that he, the said Ephraim Briggs, is not bound by the laws of the United States to answer the same; and this he is ready to verify. Wherefore, for want of a sufficient indictment in this behalf, the said Ephraim Briggs prays judgment, and that by the court here he may be dismissed and discharged from the said premises in the said indictment specified.

And the said Ephraim Briggs states and shews the following grounds of demurrer to the said indictment, viz:

First. Because the offence, stated and set forth in the indictment, is not an offence under the statute of the United States punishable *criminally by indictment.*

Second. Because, under the statutes of the United States, trespass on the public lands of the United States is, in no case, an offence punishable criminally by indictment; but is either a mere trespass, punishable by action of trespass at common law, or by action of debt in the statute.

Third. For that the said indictment is in other respects informal, insufficient, and defective.

Joinder in demurrer.

And the said United States, by John Norvell, their attorney, say, that the said indictment, and the matters therein contained, in manner and form as the same are above stated and set forth, are sufficient in law to compel the said Ephraim Briggs to answer the same; and the said United States, by their said attorney, are ready to verify and prove the same, as the court here shall direct and award. Wherefore, in as much as the said Ephraim Briggs hath not answered to the said indictment, nor hitherto in any manner denied the same, the said United States pray judgment, and that the said Ephraim Briggs may be convicted of the premises in the said indictment specified.

Division of opinion.

THE UNITED STATES OF AMERICA
vs.
EPHRAIM BRIGGS.

The demurrer to the indictment in this cause coming on to be heard, and the same having been argued and debated by counsel on either side, the opinions of the court were opposed as to the point *whether said de-*

murrer should be sustained; and it is ordered and directed, that this cause be certified to the Supreme Court of the United States, on the indictment, and demurrer and joinder thereto, in pursuance of the act of Congress in such case made and provided.

CIRCUIT COURT OF THE U. S.,
For the 7th circuit and district of Michigan, ss:

I, John Winder, clerk of said court, do hereby certify the above and foregoing is a true exemplification of the record of the cause therein entitled, up to, and including, the point on which the said court were opposed in opinion.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at the city of Detroit, this seventeenth day [L. S.] of November, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States of America the seventy-first.

JNO. WINDER, *Clerk.*

Filed December 1, 1846.

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Be it remembered, on the 28th day of July 1836, the complainants, William Wallace Whitney and Myra Clark Whitney, his wife, came into court by James W. White, Esq., their solicitor, and filed the following Bill in Equity, to wit:

In Equity:

Before the Hon. Saml. H. Harper.

To the Honorable the District Court of the United States for the Eastern District of Louisiana.

Humbly complaining your orator and oratrix William Wallace Whitney and Myra Clark Whitney, his wife, citizens of the State of New York, show unto this honorable court that Daniel Clark, late of the city of New Orleans in the State of Louisiana, and father of your oratrix, the said Myra, was at the time of making his last will hereinafter mentioned, and at his death, seized in fee simple or otherwise well entitled to and lawfully possessed of in the said eastern district of Louisiana divers freehold messuages, plantations, lands, tenements, hereditaments, and premises, and particularly of the plantations, lands and premises hereinafter enumerated, and situate bounded and described as follows: that is to say:

1st. One valuable plantation, parcel or tract of land situated in the parish of in the 1st district in the State of Louisiana about five leagues above the city of New Orleans on the left bank of the Mississippi river and bounded on the upper side by lands owned or possessed in the month of October 1813 by one William Kenner, and on the lower side by lands which were owned or possessed in said October 1813 by Jacques Fortier; and extending in front on the said river Mississippi twenty-four and one half arpents; and extending in depth on both sides to lake Ponchartrain, with all the buildings, tenements, hereditaments and appurtenances thereunto belonging or are in any wise appertaining, being the same plantation piece or parcel of land wich was purchased by the said Daniel Clark in his life time of one Stephen Henderson for the sum of one hundred and twenty thousand dollars.

2d. A tract, portion or square of land situated in the suburb St. Mary of the said city of New Orleans, being the square of ground in said suburb bounded on one side by Phillippa street, on the second side by Poydras street, on the third side by Circus street and on the fourth side by Perdido street, and measuring on Phillippa street, three hundred and eighteen feet more or less, on Poydras street one hundred and seventy-nine feet and six inches more or

less, on Circus street three hundred and forty-six feet more or less, and on Perdido street two hundred and eleven feet six inches, be the same more or less, together with all the buildings, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

3d. A piece, parcel or tract of land with all the buildings, tenements, hereditaments and appurtenances thereunto belonging situate in the parish of New Orleans on the right hand side of the Gentilly road on going towards Gentilly from the city of New Orleans and in the neighborhood of said Gentilly and being about twenty-two arpents in front on said Gentilly road, and possessing depth and extending back from said road according to a plan of said piece, parcel or tract of land deposited in the office of Savinier Blanc, notary public in and for the parish and city of New Orleans, by Richard Relf and Beverly Chew by act, dated the 27th day of December 1820.

4th. A piece, or parcel of land with the buildings, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining situate in the city of New Orleans and being known and distinguished as lots, number one hundred and eighty-four, and one hundred and eighty-six, in Royal street in said city being the same lot of land and buildings which were sold and conveyed together with other property to said Daniel Clarke by James Pitot by act of sale before Peter Pedesclaux, notary public on the 24th day of February 1813, measuring thirty feet in front on said Royal street, and one hundred and twenty feet in depth and bounded on one side by property which in said month of February 1813 was owned or possessed by Madame Widow Lanties and on the other side by property which in said month of February was owned by Messrs. Grandchamp and Monnier.

5th. Three lots of land adjoining together and forming but one piece or parcel of land, and each lot being about sixty feet front, and one hundred and twenty feet deep, and situated on the southerly corner formed by the intersection of Toulouse and Burgundy streets, of the square of ground in the said city of New Orleans which is bounded and enclosed on one side by said Toulouse street on the second side by Rempart street, on the third side by Saint Peter street and on the fourth side by said Burgundy street together with all the tenements, hereditaments thereunto belonging or in any wise appertaining, the said three lots of land which form together as aforesaid but one piece or parcel of land, being the same that were sold and conveyed together with other property to said Daniel Clark by the aforesaid James Pitot by act of sale passed before Pierre Pedesclaux, on February 24th, 1813, and are known and designated on a map, or plan of the square, formerly the old burying ground and included as aforesaid between Toulouse, Rampart, St. Peter and Burgundy streets drawn by Carlos Trudeau dated June 11th, 1801, and deposited in the office of P. Pedesclaux, notary public, as lots No. 1, 2 and 12, said No. 1 for-

ming the said corner of Toulouse and Burgundy streets, and measuring sixty feet four inches in front on Burgundy street and 120 feet deep.

6th. A piece, parcel or tract of land situated in the quarter of the bayou St. John in the said parish of New Orleans containing about one hundred and thirty-five arpents and adjoining the road of the canal Carondelet and the land of E. Conchieux, running thence along Broad street to Bellechasse street of the Fauxbourg St. John, and land which in the month of October 1821 was owned or possessed by Mrs. Herry, thence to the land of Evariste Blanc and to the bayou St. John in conformity with a plan drawn by Joseph Pilie dated August 20th, 1821, and annexed to an act of sale of said tract made by Richard Relf and Beverly Chew to Evariste Blanc and passed before Philip Pedesclaux on the 30th day of October 1821, together with all the buildings, tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

7th. A lot of land, with the buildings, tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, situated in the suburb St. John at about half a league from the city of New Orleans, being known and distinguished on a plan of the said suburb made by B. Lafon, dated the 1st day of June 1809, and deposited in the office of P. Pedesclaux, notary of the said city of New Orleans, as lot No. 3, in the square 23, of the said suburb St. John, being sixty feet in front on Washington street and about one hundred and twenty feet deep.

8th. Eight lots of land from No. 1 to number 8, both inclusive, forming the square No. 28 of the suburb St. John in the said city and parish of New Orleans, as the same are laid town and described on the before mentioned plan of the said suburb St. John made by B. Lafon, together with all the buildings, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

9th. A lot of land situated in the said suburb St. John in the square designated in the above mentioned plan made by B. Lafon as the square No. 35, being 192 feet in front on Washington street and sixty-four feet deep, and forming a corner of said square of number 35, together with all the buildings, tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

10th. A piece, parcel, tract or square of land in the said suburb St. John, and known and distinguished on the said plan made by the said B. Lafon, as the square number four in the said suburb St. John, and measuring two hundred feet in front on said Washington street, three hundred feet in front on St. John street, one hundred and thirty feet front on Broad street, and eighty feet front on place Le Breton, together with all the buildings, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

11th. A plantation or tract of land situated on the right hand bank of the bayou Lafourche opposite the town of Donaldsonville and measuring eleven arpents in front on the river Mississippi and twenty-nine arpents on the said bayou Lafourche be the same more or less, being the same tract or parcel of land which during the lifetime of the said Daniel Clark was purchased and held by Wade Hampton for the said Daniel Clark and conveyed in February 1818 by act passed before Charles D judge of the parish of Ascension, by said Hampton after the death of said Daniel Clarke to Richard Relf, one of the defendants hereinafter named, who assumed to receive such conveyance as pretended executor of said Daniel Clarke, and who subsequently conveyed the said tract or parcel of land to one Bartholemy Lafon.

12th. A tract of land purchased by Daniel Clark of William Simpson by act passed before P. Pedesclaux notary public of the city of New Orleans on the 5th day of June 1812, and which is situated in the parish of Ascension and county of Acadia on the left bank of the river Mississippi, measuring in front on said Mississippi river eighteen and one half arpents, and extending back from said river Mississippi in depth forty arpents, and bounded on the lower side by land which was owned in 1816 by Beverly Chew and Richard Relf, and on the upper side by land which was sold and conveyed in said year 1816 by Beverly Chew and Richard Relf to Stephen Henderson and G. N. Destrehan.

13th. A lot, piece or parcel of land in the city of New Orleans, in the square bounded by Delord street, Tivoli place, Saint Charles street, St. Joseph street and Camp street, being the lot on the south easterly corner of said square which corner is formed by the intersection of the said Camp street and Delord street in the suburb St. Mary of the city of New Orleans and measuring sixty feet French measure on Camp street and one hundred and twenty feet French measure on Delord street.

14th. The equal undivided, half part of a tract of land situated at Manchac on the east bank of the river Mississippi and bounded on the upper side by lands which in the year 1815 were owned or possessed by the widow Harson, and on the lower side by lands reserved by the Spanish government for the fort with all the depth that is expressed or conveyed to the said Daniel Clarke in an act passed before Peter Pedesclaux of New Orleans, notary public, dated June 23d, 1806, which all the rights profits, commodities, servitudes and appurtenances to the same belonging or in any wise appertaining, being the same that the said Daniel Clark sold and conveyed in his lifetime to Celestine St. M by act passed before John Lynd notary public, on March 6th, 1811, which act of sale was afterwards to wit, on the 28th day of May, 1814, rescinded by sentence of the district court of the then third district of Louisiana.

15th. A piece, parcel or tract of land situated near Duval's plain about two leagues from the town of Baton Rouge in Louisiana con-

taining five hundred arpents be the same more or less, being the same tract which said Daniel Clarke acquired by purchase of Charles Fessin by an act passed before the parish judge of the parish of Baton Rouge in the State of Louisiana.

16th. A tract of land containing fourteen thousand and forty-seven arpents be the same more or less, situate on the east side of the river Comite, nine miles from its confluence with the river Amite and bounded in the year 1819 on the north by lands belonging to the said Daniel Clark, on the south by lands granted to Sophia, Josepha and Rosalia Grandpre, on the east by public land and on the west by the river Comite, as appears by a certificate and plan or map of survey executed by Don Vincent Sebastien Pintado and dated October 13th, 1803, and numbered 1649.

17th. A tract of land containing twelve hundred and forty-eight arpents situated in the district of East Baton Rouge in the said eastern district of Louisiana six and one quarter miles east of the river Mississippi, and ten miles north quarter north east of the fort of Baton Rouge and bounded in 1819 north and east by public lands, on the south by land granted to John F and on the west by lands of the late John Bretillier and late John Posset, as appears by a certificate and plan of survey executed by said V. S. Pintado dated October 9th, 1803, and number 1644.

18th. A tract of land containing four thousand three hundred and sixty-four arpents, situated in the district of Baton Rouge in the said eastern district of Louisiana on the west side of Sandy creek, nineteen miles south of the line of demarkation and bounded in 1819 on the north and west by public lands, on the south by lands granted to Carlos, and on the east by said creek, as appears by a plan and certificate executed by V. S. Pintado dated December 23d, 1803, number 1698.

19th. A tract of land three thousand eight hundred and twenty arpents, situated in the said eastern district of Louisiana on the west side of the river Comite and fronting thereon, three and one third miles above Redwood creek and bounded in 1819 on the north by vacant lands, on the south by lands granted J. B. Labitut, on the east by the said river Comite and on the west by land belonging to the estate of the said Daniel Clarke as appears by a plan and certificate of survey number 1699.

20th. A tract of land containing two thousand five hundred arpents, situated in the said eastern district of Louisiana at the head of Jones creek six and one quarter miles east quarter, northeast from the fort of Baton Rouge and bounded in 1819 on the north and east by vacant lands, on the south by lands belonging to the said Daniel Clark, as appears by certificate 1700.

21st. A tract of land containing two thousand arpents, situated in the said eastern district of Louisiana nine and one quarter miles east quarter south east from the fort of Baton Rouge, and bounded in 1819 on the north by land of the said Daniel Clark, and on the

southeast and west by vacant lands as appears by a plan or map and certificate of survey No. 1700.

22d. A tract of land containing twenty-one thousand nine hundred and twenty-one arpents being an undivided part of three tracts, containing fifty-two thousand arpents, situated on the east side of the river Amite in the said eastern district of Louisiana, the lower line being about eight miles above its confluence with the river Comite, and bounded in 1819 on the north by land granted to Jerome Lachapelli, on the south by land granted to G. M. Morgan, on the east by vacant lands, and on the west by the river Amite as appears by the plan or map and certificate of survey of Chas. Trudeau number 1721 and dated April 17th, 1804.

23d. The equal undivided half part of a tract of land or plantation situated in the parish of St. John the Baptist at about twelve leagues from the city of New Orleans, having about ten arpents in front on the river Mississippi and forty in depth, and bounded in 1814 on one side by lands owned or possessed by Cambre and on the other by lands owned or possessed by the widow of James Deslondes.

24th. The equal undivided half part of a plantation or tract of land in the said parish of St. John the Baptist being about four and one-half arpents in front on the Mississippi river, and bounded in 1814 on one side by lands owned or possessed by Henry Mores, and on the other by lands owned or possessed by Fife Mores.

25th. A tract of land situated on the left bank of the bayou Lafourche, in the said eastern district of Louisiana, being about six arpents in front on the said bayou, and bounded in 1819 on both sides by lands owned or possessed by Louis Haitier.

26th. A tract of land containing five thousand four hundred and seventy arpents, situated in the said eastern district of Louisiana, on the eastern side of the river Comite, at or about twelve and three quarter miles from the line that separated the King of Spain's dominions from the American territory, and bounded in 1813 by the lands surveyed for Don Manuel Parcia and Juan de Lassize, on the south by lands surveyed for Don Christoval De Armas, east by the said river Comite, on the west by vacant lands.

And your orator and oratrix also show unto this honorable court that the said Daniel Clark at the time of making his said last will and at his death was also possessed of as owner, interested in or otherwise well entitled to a large number of slaves and a considerable personal estate, and particularly to the slaves and personal estate hereinafter enumerated and described; that is to say,

1st. Two hundred and twenty-six slaves severally named Will, Lubin, Coke, Solomon, Jacob, John, Jacques, Argen, Jacob, Antoine, David, George, Paul, Adam, Doctor David, Randolph, Etienne, Lubin, Ref, Providence, Lindor, Figuro, Nacisse, Nede, Isaac, Jean, Solomon, Austin, Jones, Gibaud, Wallis, Charles, Jacques, Cordio, Davis, Cardinal, Jerome, L'Ebene, John, Merode, Willis, Moise, Davi, Andre, Dress, Andre, Thomfield, Bobe, Alce, James,

Harry, Storder, Arthur, Ledger, Sam, Phœbe, Fanny, Anna, Genevieve, Betty, Polly, with her two children, one named John, and the other suckling, Liza, with her child William, a doctor negro, Hector, William, Janvier, Stewart, Jim, Kersay, Manvier, Kett, Brown John, Winy, with her child David, Old Esther, Billy, Hannah, James McCall, Phille, Betsy, with her child Monthson, Easther Morning, Sam, Old Lett, Grace. Elijah, James, Rose, Hannah, Bird, Patty, Lawrence, Franky, John, Charles, McKensy, Margaret, Fanny, with her child Marie, Nelson, Major, Nanny, with three children, Hellick, Banky, and Marojah, Spender, Thenier, Old Major, Darky, Dorianna Smith, Cambridge, Rachel, with her child Gabriella, L'Wenny, Sarah, Judice, Polly, Fanny, Mace, Molly, Nancy, Kevy, Jane, Nancy, Washington, Betty, with her child Tom, Betty, George, Old Rachal, Dina Dam, Levy, Anthony, Rachal, Charlotte, Waldrin, Patience, Sukey, Lidley, Mamy, Suky, Edmond, Nailey, Betty, Ben, Jenny, Kitly, Henrietta, Bob, Elsey, Betty, Peggy, Hartas, Thomas, Sally, Retti, Anny, William, Ben, Anny, Rasly, Jinny, Jones, Rachal, Jack, Mary, Joe, Sukey, Victoire, Joe, Rachal, Peggy, James, Harris, Rachal, George, James, Campaigne, Rose, Aime, Thom, Zazo, Peter, Mary, Duke, Chloe, James, Mary, Kelly, Darkey, Daniel, Louis, Sally, Luke, George, Job, Peggy, Jack, Nathan, Toby, Geoffry, Phil, David, David, James, Sheckling, Lucy, Morrow, George, Rose, Rosetta, Hannah, Judick, Kelly, Silva, Ketty, Julia, with her three children, named John, Quacks, and Jenny, Louisa, Little Jim, Jerry, Jobby, Jeffrey, Nancy, Dinah, with her child James, Charlotte, Kitty, Peggy, with her child Jerry, Arthur, Sally, Rady, Rachel, Rachal, as the said two hundred and twenty-six slaves are enumerated and described in a document purporting to be an inventory of the property of the said Daniel Clark's succession, deposited in the probate court in and for the parish and city of New Orleans.

2d. Cows, oxen, mules, and other animals, furniture and other articles of domestic use, books, shrubs and flowers used and possessed during his lifetime by the said Daniel Clark at or immediately in the vicinity of his dwelling or domicil in the suburb St. John of the city of New Orleans, and which were of the value of four thousand and forty-four dollars and upwards. And also certain other furniture, articles of domestic use, gardening, tools, implements of husbandry, horses, oxen, mules, and other animals of the value of three thousand eight hundred and seventy-three dollars and upwards, which were owned and employed by the said Daniel Clark during his lifetime upon the said plantation hereinbefore described as purchased by him from Stephen Henderson, and also certain debts and demands against several individuals, and amongst others the following:

1st. A debt of sixteen thousand dollars due to the said Daniel Clark by Zenon Cavalier and Louis de Feriet, and secured by mortgage, being the purchase money of a plantation situate on the road of the Meterie, at the distance of one league and a half from

New Orleans, sold to said Cavalier and de Feriet by said Daniel Clark by act before Peter Pedesclaux dated January 20th, 1812.

2d. A debt of fifteen hundred dollars and upwards due from David Porter to the said Daniel Clark.

3d. A debt of ten thousand dollars and upwards secured by mortgage, and due to the said Daniel Clark from David Urquhart, David Williams, and James Williams, for a tract of land sold to them by the said Daniel Clark by act passed before Peter Pedesclaux on the 16th day of March, 1812.

4th. Certain debts amounting in all, as nearly as your orator and oratrix are able to calculate the same, to the sum of eighty-five thousand four hundred and thirty-eight dollars and forty-one cents as the same are specified in the document hereinbefore referred to as purporting to be an inventory of the estate of the said Daniel Clark, and to which document your orator and oratrix for greater certainty here crave leave to refer whenever and as often as it may be necessary for them so to do.

And your orator and oratrix also show that the said Daniel Clarke at the time of making his last will hereinafter mentioned and at his death was entitled (amongst other property) to certain property, debts, and demands which are enumerated in a schedule of debts and property made and filed by Richard Relf and Beverly Chew in the probate court for the parish and city of New Orleans on the 3d day of March, 1814, the whole amount of the said schedule of debts and property being as nearly as your orator and oratrix have been able to calculate the same, three hundred and twenty-three thousand one hundred and eighty-eight dollars and four cents, independently and exclusively of certain real estate belonging to the said Daniel Clarke specified and set down in said schedule at the value of three hundred and forty-four thousand dollars; and your orator and oratrix expressly charge that all or nearly all of the said amount of three hundred and twenty-three thousand one hundred and twenty-eight dollars and four cents was belonging to and the property of the said Daniel Clark at the time of his, the said Daniel Clark's, death.

And your orator and oratrix further show unto this honorable court, and expressly charge that previous to the death of the said Daniel Clark it had long been the intention and earnest desire of the said Daniel Clark, the father of your oratrix, to leave at his decease all his property and estate, real and personal, to your oratrix, the said Myra Clark Whitney; that in order more effectually to secure the fulfilment of said intention and desire, the said Daniel Clark did in or about the month of July, in the year 1813, duly make and execute his last will and testament according to law, having wholly written and signed the same with his own hand, and did in and by the said will declare your oratrix, the said Myra Clark Whitney, to be his legitimate child, and the said Daniel Clark did also in and by his said last will devise and bequeath to your oratrix, the said Myra Clark Whitney, all his, the said Daniel Clarke's, property and estate, real and personal, and did name

therein as the executors of the said will, Colonel Joseph Deville Degontin Bellechasse, James Pitot, and Chevalier Dusnau de la Croix, appointing the said Chevalier de la Croix tutor also of your oratrix, the said Myra Clark Whitney, your oratrix being then an infant under the age of twenty-one years, to wit, of the age of seven years.

And your orator and oratrix further show unto this honorable court that the said will did also contain some bequests to friends, amongst which bequests were a legacy or annuity of two thousand dollars per annum to be paid to Mary Clark, the mother of the said Daniel Clarke, during the lifetime of the said Mary Clark; an annuity of five hundred dollars, to be paid yearly, to one Caroline De Grange until the said Caroline should have attained her majority, when the annuity should cease, and the sum of dollars should be paid to her; and also a bequest of thousand dollars to be paid to the son of the said Judge James Pitot; and the said will further contained specific and detailed instructions respecting the education of your oratrix, the said Myra, and the management of the estate and property of the said Daniel Clark during the infancy of your oratrix.

And your orator and oratrix further show unto this honorable court, and expressly charge that the said will was wholly written and signed with the proper hand of the said Daniel Clark; that the said will was shown by the said Daniel Clark to, and its contents read by the said Judge James Pitot, the late John Lynd, notary public in and for the parish and city of New Orleans, Mrs. Harriet Smith and others, and that the said will was also shown and its contents communicated by the said Daniel Clark to the said Colonel Bellechasse, Chevalier de la Croix, Mr. Pierre Baron Boisfontaine, and others, and that the said David Clark departed this life on or about the 16th day of August, in the year of 1813, without altering or revoking his said will, and leaving your oratrix, the said Myra Clark Whitney, his only child or descendant, and the forced or instituted heiress of all his property and estates, real and personal.

And your orator and oratrix further show unto this honorable court, and expressly charge that the said Daniel Clark left at his decease no child or decendant him surviving except your oratrix, the said Myra Clark Whitney, and that your oratrix, the said Myra Clark Whitney, was and is the lawful and legitimate and only child or descendant of the said Daniel Clark, and entitled as such by the law of the land to the possession and inheritance of all the property and estate of the said Daniel Clark, and especially to the property and estate, real and personal, hereinbefore enumerated and described.

And your orator and oratrix further show unto this honorable court, and especially charge that your oratrix, the said Myra Clark Whitney, soon after her birth, which took place in the month of July, 1806, was placed by her father, the said Daniel Clark, in the

family of Samuel B. Davis, with whom she continued to live at New Orleans until the year 1812, when the said Samuel B. Davis removed to live to the city of Philadelphia, in the State of Pennsylvania; that your oratrix, the said Myra, accompanied the family of the said Samuel B. Davis to Philadelphia, and remained in his, the said Samuel B. Davis' family, until the time of the death of the said Daniel Clark and afterwards; and that during the lifetime of the said Daniel Clark he, the said Daniel Clark, continued to exercise the authority, care, and protection of a parent in regard to your oratrix, the said Myra Clark Whitney.

And your orator and oratrix further show unto this honorable court that in or about the month of May, in the year 1811, the said Daniel Clark was led to believe that one Daniel W. Coxe, of Philadelphia, with whom he had previously had some connexion in business, had by imprudence or misconduct involved him, the said Daniel Clark, in some serious pecuniary and commercial difficulties and embarrassments; that immediately thereupon the said Daniel Clark deemed it advisable to proceed forthwith to Philadelphia, in order to attend personally to the settlement of the difficulties which it was represented to him existed; that preparatory to his undertaking the voyage from New Orleans to Philadelphia for the purposes aforesaid, and in or about the month of May, 1811, he, the said Daniel Clark, conveyed property to Samuel B. Davis and others to the amount of several hundred thousand dollars, to be held in trust by them for your oratrix, and then at or about the said time there made a will devising briefly and in general terms his property to his mother, Mary Clark, then residing out of the State of Louisiana, and also appointing Richard Relf and Beverly Chew, two of the defendants herein, the executors thereof.

And your orator and oratrix further show that the said Daniel Clark in or about the said month of July, 1811, proceeded to Philadelphia, and returned again in a few months thereafter, and in the same year to New Orleans; that the said Daniel Clark had ascertained at Philadelphia upon his having proceeded thither as aforesaid that his interests had not been so seriously jeopardized by the said Daniel W. Coxe, as he had been led to believe as above stated, previous to his having gone there; that he did, therefore, upon his said return to New Orleans receive back some portions of the property which he had conveyed as aforesaid in trust for your oratrix, the said Myra, which under the above mentioned erroneous belief respecting the supposed difficulties in which the said Coxe was alleged to have involved him; and that upon his said return to New Orleans, and upon his having ascertained as aforesaid the groundlessness of the apprehension which had been excited in his mind relative to the consequences that might result to himself from the transactions of the said Daniel W. Coxe, he, the said Daniel Clarke, did also declare that he no longer intended that the said will made in 1811 should be his last will; that he had made it while laboring under false impressions, and only provisionally,

and that he should revoke the said will of 1811, and make and execute another will devising and bequeathing all his estate, real and personal, to your oratrix, the said Myra Clark Whitney; and your orator and oratrix show unto this honorable court, and expressly charge that the said Daniel Clark did revoke the said will made in 1811 as aforesaid, and did after the making and execution of the said will of 1811 duly make and execute in the year 1813, and but a short time before his death, as your orator and oratrix have hereinbefore set forth, his, the said Daniel Clark's, last will and testament, devising and bequeathing thereby to your oratrix, the said Myra Clark Whitney, all of the real and personal estate of him, the said Daniel Clark, and declaring your oratrix, the said Myra, to be the legitimate child of him, the said Daniel Clark, as your orator and oratrix have hereinbefore more particularly stated; and that the said Daniel Clark did upon his death bed, and unto the very moment of his decease, continue to declare that the aforesaid will made by him in the year 1813 devising all his property as aforesaid to your oratrix, the said Myra, was his last will and testament, and was then contained in a black case in his office room in the house in which he was at the time, and in which he died almost at the moment of making the said declarations in favor of your oratrix, the said Myra.

And your orator and oratrix further show unto this honorable court that the said Daniel Clark upon making the said will of 1811, delivered it to the said Richard Relf and Beverly Chew, or one of them, and allowed it to remain in their keeping from thenceforth; that the said Daniel Clark was very extensively engaged in mercantile and other business and speculations, and possessed a vast amount of property, and that the said Richard Relf acted as his agent in relation to many of the transactions and affairs in which he, the said Daniel Clark, was engaged; that at and immediately before the time of the death of the said Daniel Clark the said Richard Relf assumed to direct the domestic arrangements of the said Daniel Clark, and attended during the last illness of the said Daniel Clark at his, the said Daniel Clark's, dwelling house, and took upon himself the sole control of the household and the affairs of the said Daniel Clark, and that instantly upon the death of the said Daniel Clark, all the books, papers, letters, documents, and all deeds and writings of what nature soever belonging to the said Daniel Clark came into the sole possession of him, the said Richard Relf.

And your orator and oratrix further show unto this honorable court, and expressly charge, that the said will of 1813, made by the said Daniel Clark in favor of the said Myra, came into the possession of the said Richard Relf, immediately upon the death of the said Daniel Clark, and that the said Richard Relf fraudulently concealed, suppressed or destroyed the same, or caused it to be concealed suppressed or destroyed, and did substitute in its place or stead the said old revoked will of 1811, in which he, the said Rich-

ard Relf was named an executor, and that the said last will of 1813, was never seen by any one after the death of the said Daniel Clark, except by the said Richard Relf and Beverly Chew and their confederates.

And your orator and oratrix further show unto this honorable court, and expressly charge that the said Richard Relf, did fraudulently cause the said old revoked will made in 1811, to be admitted to probate in the probate court for the parish and city of New Orleans, and procured himself, the said Richard Relf to be sworn and authorised by the said probate court as the testamentary executor of the said Daniel Clark.

And your orator and oratrix also show unto this honorable court, that the said Beverly Chew did also, soon after the death of the said Daniel Clark, to wit, in the month of January 1814, procure himself to be sworn and authorised by the said court of probates, for the parish and city of New Orleans, to act as testamentary executor of the said Daniel Clark under the said revoked will of 1811.

And your orator and oratrix show further unto this honorable that when the said Richard Relf and Beverly Chew, took upon themselves the office of testamentary executors of the said Daniel Clark, as aforesaid, there was no relative or any person claiming to be heir of the said Daniel Clark in the State of Louisiana; that your oratrix was then an infant under the age of seven years, and resided at that time in the city of Philadelphia, in the State of Pennsylvania, with the family of the said Samuel B. Davis, and that Mary Clark, the mother of the said Daniel Clark, who was named as aforesaid, devisee of the said Daniel Clark, in the said old revoked will of 1811, was also then a resident of the State of Pennsylvania, and continued to reside there until her death, which happened some years after the death of the said Daniel Clark—that the said Daniel Clark was a native of Ireland, from which country he emigrated to Louisiana, as your orator and oratrix have been informed, and verily believe in or about the year 17 , and that all his immediate relatives and family resided at the time of his death, either in Ireland or in the State of Pennsylvania, and that none of them ever visited Louisiana, until many years after his death; that the said Richard Relf and Beverly Chew, fraudulently possessed themselves immediately after the death of the said Daniel Clark of the personal estate, effects and credits of the said Daniel Clark to a great amount, and also entered into possession of the real estates of the said Daniel Clark, and into the receipts of the rents and profits thereof, by falsely and fraudulently representing the said estate to be insolvent, and by other fraudulent means continued, and were enabled to continue, and have ever since continued, and now are, in such possession, or in possession of a large portion thereof, and your orator and oratrix also show, that the said Richard Relf and Beverly Chew made sales of the property and effects, real and personal of the said Daniel Clark, and have received very large sums of money, amounting to several hun-

dreds of thousands of dollars from the said estate real and personal, and have retained in their hands or otherwise appropriated or disposed of the same, for their own uses and purposes, and that in all such actings and doings, and in all the matters relating to the said estate, they, the said Richard Relf and Beverly Chew have acted fraudulently, and without the knowledge, consent or approbation of your orator and oratrix, or of either of them, or of any other person or persons, having a right or being duly and legally authorized to sanction, consent to, or approve of the same.

And your orator and oratrix further show unto this honorable court, that from and after the time of the death of the said Daniel Clark, and until about the year 1832, when your oratrix, the said Myra Clark Whitney, became the wife of your *your* orator the said William Wallace Whitney; your oratrix, the said Myra, continued to reside in the family of the said Samuel B. Davis, who lived, during all or nearly all that time in the State of Pennsylvania; and your orator and oratrix also show and expressly charge that during the lifetime of the said Daniel Clark, the father of your oratrix, the said Myra, your oratrix, was always known and called by her true and rightful name of Myra Clark and by no other name; and that from and after the death of the said Daniel Clark, until at or about the time of the marriage of your oratrix, the said Myra, with your orator the said William Wallace Whitney, your oratrix the said Myra, was designated and called in the family of the said Samuel B. Davis, by the name of Myra Davis and by no other name, and was kept in ignorance of her real name, parentage, and true history and of her rights and her title to the inheritance and possession of the estate of the said Daniel Clark, and was consequently unable during all that time to take the necessary measures for asserting her title to the said inheritance of her father the said Daniel Clark; that at or about the time of the marriage of your oratrix, the said Myra, with your orator the said William Wallace Whitney, your oratrix was brought by accident to the discovery of her true name and parentage, and was subsequently made more fully acquainted with the circumstances of her history and rights by the said Samuel B. Davis and others; and that your orator and oratrix have ever since the time of the said marriage of your oratrix with your orator, been and are now actively engaged in endeavors to establish the legal rights and claims of your oratrix the said Myra, to the property and estate, real and personal of the said Daniel Clark.

And your orator and oratrix further show unto this honorable court that the said Mary Clark died in the year 18 , as your orator and oratrix are informed and verily believe, and that, as your orator and oratrix have been informed and verily believe, the next heirs and relatives left by the said Mary Clark, surviving her at her decease, were, besides your oratrix, the said Myra, Eleonor O'Barne, a daughter of the said Mary Clark, Jane Green, wife of George

Green, and daughter of said Mary Clark, and Sarah Campbell, a grand daughter of the said Mary Clark.

And your orator and oratrix show further unto this honorable court, that Mrs. Widow Holliday and John Holliday now occupy and possess or claim to hold, as owners or otherwise, the first above described enumerated piece, parcel, or tract of land, or plantation, purchased by the said Daniel Clark, of one Stephen Henderson, for $120,000—that Ramon Masana, Jean B. Ambroise, John Minturn, Belifin Berdoule, Manuel Marquez, John Mathieu, Thos. D. Hailes, Mr. Callaway, Jean Barabino, Antoine Piernas, the New Orleans and Carrollton Rail Road Company, Mrs. Widow Jaubert, Charles Patterson, and Charles Fonde, each claims to hold severally, as owner or otherwise, some portion, piece, or parcel of the second above described and enumerated tract, portion, or square of land situated in the suburb St. Mary, of the city of New Orleans, and bounded, on the one side, by Phillippa street, on the second side, by Poydras street, on the third side, by Circus street, and on the fourth by Perdido street, and the said Ramon Masana, Jean B. Ambroise, Jean Mathieu, Antoine Piernas, Mrs. Widow Janbert, and Charles Patterson, and also Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Guichanette, Patrick Hogan, J. B. Barker, Jane MaCrea, Marie Louise, and Charles Edwards, are in the actual possession and occupation of the said second above described enumerated tract, portion, or square of land, bounded, as aforesaid, by Phillippa, Poydras, Circus, and Perdido streets.

And your orator and oratrix further show, that Francois Xavier Martin and J. Hopkins each claims to hold severally, as owner or otherwise, some portion, piece, or parcel, of the third above described and enumerated piece, parcel, or tract of land situated in the parish of New Orleans, on the right hand side of the Gentilly road, on going towards Gentilly from the city of New Orleans, being twenty-two arpents in front, (more or less,) on the said Gentilly road, and that M. Binge occupies or possesses some portion, piece, or parcel thereof; that Rene Lemonier occupies and possesses, and claims to hold, as owner or otherwise, the fourth above described and enumerated lot of land, with the buildings and tenements thereunto belonging, known and distinguished as lots numbers 184 and 186, in Royal street, in the city of New Orleans; that F. H. Petitpain and Toledano claim to hold, severally or jointly, as owners or otherwise, some piece or portion of the fifth above described and enumerated three lots of land adjoining together, and forming but one piece or parcel of land, on the southerly corner of the square of ground in the city of New Orleans, bounded by Toulouse, Rempart, and St. Peter, and Burgundy streets, and each lot being about sixty feet front, and one hundred and twenty feet deep, and that Etienne Cusin, J. H. Field, P. O. Soibe, Claude Samory, and Toledano, severally occupy and possess the same.

And your orator and oratrix also show that the mayor, aldermen, and inhabitants of the city of New Orleans, claim to hold, as owners or otherwise, the sixth above described and enumerated piece, parcel, or tract of land situated in the quarter of the bayou St. John, and containing about one hundred and thirty-five arpents, superficial measure be the same more or less; that Augustus Pepie and one Wright, occupy and possess, jointly and severally, as owners or otherwise, the tenth above described and enumerated piece, parcel, or square of land in the suburb St. John, of the city of New Orleans, known and designated as square No. 4 on the said plan of the said suburb.

And your orator and oratrix further show that Gabriel Winter occupies and claims to hold, as owner or otherwise, the eleventh above described and enumerated plantation or tract of land situated on the right bank of the bayou Lafourche, opposite the town of Donaldsonville, and measuring eleven arpents in front, on the river Mississippi, and twenty-nine arpents on the said bayou Lafourche, be the same more or less; that Philiph Miner, George Kenner, and Duncan Kenner claim to hold, and to be entitled to, as joint or several owners, or otherwise, the above twelfth described and enumerated tract of land purchased by the said Daniel Clark of William Simpson, as hereinbefore stated, and which is situated in the parish of Ascension, and county of Acadia, on the left bank of the Mississippi, measuring in front, on said Mississippi river, eighteen and one-half arpents, and extending back from said Mississippi in depth forty arpents, and that the said George Kenner and Duncan Kenner occupy the same; and also, that Leland Ferier occupies and possesses, and claims to hold, as owner or otherwise, the thirteenth above described and enumerated lot, piece, or parcel of land in the city of New Orleans, in the square bounded by Delord street, Tivoli place, St. Charles street, St. Joseph street, and Camp street.

And your orator and oratrix also show unto this honorable court, that Francois Dusuau de la Croix on or about the 11th day of October, 1813, being after the death of the said Daniel Clark, took possession of and has ever since held and retained or disposed of for his own use and benefit the following named twenty slaves, the property of the said Daniel Clark and has enjoyed the profits and services of the same, that is to say, the slaves named Meroke, Phœbe, Flibo Thom, John Jamboun, Fanny, Wallace, Leven, John, Wury, Esther, James McCall, Hannah, Phil, Betsey, Monsin, Esther Morning, Cambridge, Rachal; and that the said Francois Dusuau de la Croix did also on about the 11th day of December, 1813, take possession of and has ever since held and retained and has enjoyed the services and profits or has disposed of for his own use and benefit the following named fifty-five slaves, that is to say, Solomon a negro man aged 40 years, Jacob 25 years, Jacques 18 years, Paul 22 years, Randolph 30 years, Ned 30 years, Isaac 20 years, Austin 25 years, Janin 16 years, Charles 35 years, Davis 20

years, Brice 40 years, Tom 35 years, Bob 26 years, Haly 30 years, Harry 15 years, Coxe 40 years, Sam 40 years, Janvier 40 years, Rose 25 years, Peter 45 years, Chloe 30 years, Morrow 35 years, George ten years, Sam 40 years, Gian 10 years, Elisha 18 years, Spencer 44 years, Theimar 25 years, Betty 26 years, George mullato 30 years, Dorianna Smith 16 years, little Winny 20 years, Judith 25 years, Darse or Dive five years, Ben 26 years, Jack 25 years, Mary 30 years, Joe, 15 years, Sukey 12 years, Victoire 10 years, Joe 13 years, Davis 30 years, John Harrod 25 years, Wallis 30 years, Andre 40 years, Squire child, Tom child, Davis child, Ann child, Gabrial and George 10 years.

And your oratrix further show unto this honorable court that Celestin Robert Avart soon after the time of the death of the said Daniel Clark, and on or about the 8th day of October, 1813, took possession of and has ever since held and retained or disposed of for his own use and benefit of the following named five slaves owned by the said Daniel Clark and has enjoyed the services and profits of the same, that is to say, the slave Molly aged 46 years, Nancy aged 28 years, Kery aged 12 years, Thom aged 8 years, and Isaac aged 22 years; that L. Fortier soon after the death of the said Daniel Clark, and on or about the 11th day of October, 1813, took possession of and has ever since held and enjoyed the services and profits of, or disposed of for his own use and benefit, a slave owned by the said Daniel Clark and named Patience; that Francois Pascalis Labarre on or about the 11th day of October, 1813, took possession of and has ever since held and retained and received and enjoyed the services and profits of, or disposed of for his own use and benefit two slaves owned by the said Daniel Clark named Sally aged 16 years, and Betty aged 15 years; that Soniat Dufussat on or about the 18th day of October, 1813, took possession of and has ever since held and retained, and received and enjoyed the services and profits of, or disposed of for his own use and benefit, six slaves owned by the said Daniel Clark and named Sam Harris aged 26 years, Rachal 25 years, George 8 years, James six years, Champion 1 year, and Fanny 22 years; that Louis Desdunes fils on or about the 21st day of October, 1813, took possession of and has ever since held and retained, and received and enjoyed the profits and services of, or disposed of for his own use and benefit, one slave the property of the said Daniel Clark named and aged 16 years; that Herbert Fortier on or about the 23d day of October, 1813, took possession of and has ever since held and retained and received and enjoyed the services and profits of, or disposed of for his own use and benefit, three slaves the property of the said Daniel Clark and named Jenny aged 26 years, Kitty aged five years, and Henrietta aged 8 years; and your orator and oratrix show unto this honorable court and expressly charge that the said last-named ninety-one slaves were the sole and absolute property of the said Daniel Clark, and were owned by him at the time of his decease.

And your orator and oratrix also show unto this honorable court and expressly charge that the said Mrs. Holliday, John Holliday, Jean B. Ambroise, Ramon Masona, John Minturn, Belifine Berdoule, Manuel Marquez, John Mathieu, Thomas D. Hailes, Mr. Callaway, Jean Barabino, Antoine Piernas, The New Orleans and Carrollton Railroad Company, Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Cartano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchanette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francis Xavier Martin, J. Hopkins, M. Binge, Rene Lemonier, F. H. Petitpain, "the Mayor, Aldermen, and Inhabitants of the city of New Orleans."

Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, Augustus Pepie, Mr. Wright, Gabriel Winters, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francois Dusuau de la Croix, Celestine Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufossat, Louis Desdunes fils, and Hobert Fortier, do each respectively hold, occupy, possess or claim to the several plantations, lots, pieces or parcels of land, slaves and personal estate by them respectively held, occupied, possessed or claimed, as your orator and oratrix have hereinbefore set forth, by, under color (and not otherwise) of a pretended title founded upon divers illegal, fraudulent, improper and invalid sales of the said plantations, lots, pieces or parcels of land, slaves and personal estate, by them or each of them respectively held, occupied, possessed or claimed as aforesaid, made by the said Richard Relf and Beverly Chew, or one of them as pretended executors of the said Daniel Clark, or pretended attorneys of the said Mary Clark or otherwise, and that they have severally enjoyed or received for a long space of time the rents, services, profits, and issues of the said plantations, lots, pieces or parcels of land, slaves and personal property by them and each of them, respectively held, occupied, possessed or claimed as hereinbefore specified.

And your orator and oratrix further show unto this honorable court and expressly charge, that the said Richard Relf and Beverly Chew, or one of them, did also immediately upon the death of the said Daniel Clark, possess themselves of all and every of the books and papers of the said Daniel Clark, and of the title deeds of his real estate and other estates.

And your orator and oratrix also show to this honorable court and expressly charge that your oratrix the said Myra Clark Whitney, was the only surviving child or descendant of the said Daniel Clark, at the time of his death, and that your oratrix the said Myra Clark Whitney was upon the death of the said Daniel Clark entitled as his forced heiress at law, and his universal heiress by him instituted and appointed in his said last will made by him in 1813, to all the estate real and personal of the said Daniel Clark; and your orator and oratrix also show unto this honorable court and expressly

charge that inasmuch as your oratrix, the said Myra, was the only surviving and legitimate child or descendant of the said Daniel Clark at the time of his the said Daniel Clark's death, and inasmuch as the said last will of the said Daniel Clark, made by him as aforesaid in 1813, was fraudulently concealed, suppressed or destroyed by the said Richard Relf as above stated; and also inasmuch as the said old revoked will of 1811, alleged to have been made by the said Daniel Clark, in favor of his mother the said Mary Clark, was produced and procured to be admitted to probate as the last will of the said Daniel Clark, by such fraud and practice of the said Richard Relf, as is hereinbefore stated, that for and notwithstanding the same the said real and personal estate of the said Daniel Clark, hereinbefore described and enumerated, and all other estates real and personal, movable and immoveable of the said Daniel Clark, descended to and became vested in your oratrix the said Myra Clark Whitney, as the forced heiress at law and universal devisee of the said Daniel Clark.

And your orator and oratrix show further unto this honorable court that they or some person or persons for them have made frequent applications to the said Eleonor O'Bearne, Jane Green and her husband, George Green, Sarah Campbell, Richard Relf, and Beverly Chew, Holliday, John Holliday, Ramon Masona, Jean B. Ambroise, John Minturn, Belefine Berdoule, Manuel Marquez, John Mathieu, Thomas D. Hailes, Mr. Callaway, Jean Barabino, Antoine Piernas, "The New Orleans and Carrollton Railroad Company," "the Mayor, Aldermen and Inhabitants of the city of New Orleans," Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Cartano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchanette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francois Xavier Martin, J. Hopkins, M. Binge, Réné Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, Augustus Pepie, Mr. Wright, Gabriel Winter, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francis Dusuau De la Croix, Celestin Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufossat, Louis Desdunes fils and Herbert Fortier, respectively to surrender and deliver up to your oratrix the said Myra Clark Whitney, the possession of such portion of the real and personal estate, and slaves owned by the said Daniel Clark at the time of his decease, as is by them or each of them respectively held, occupied, possessed or claimed as owner or otherwise, together with all the title, deeds, vouchers and documents, relating to the same or any part thereof, and severally to come to a just and true account with your orator and oratrix, for the rents, profits, issues and services thereof respectively, which have been received or enjoyed by them, or either of them, at any time since the death of the said Daniel Clark, with which just and reasonable requests your orator and oratrix had well hoped the said defendants would have respectively complied as in justice and equity they ought to do.

But now so it is, may it please this honorable court, that the said Eleonor O'Bearne, George Green and Jane Green his wife, Sarah Campbell, Richard Relf, Beverly Chew, Holliday, John Holliday, Ramon Massana, Jean B. Ambroise, John Minturn, Belifine Berdoule, Manuel Marquez, John Mathieu, Thomas D. Hailes, Mr. Calloway, Jean Barabino, Antoine Piernas, "the New Orleans and Carrolton Railroad Company," Mrs. Widow Jaubert, Charles Patterson, Charles Fond, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchanette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francis Xavier Martin, J. Hopkins, M. Binge, Réné Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, "the Mayor, Aldermen and Inhabitants of the city of New Orleans," Augustus Pepie, Mr. Wright, Gabrial Winter, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francis Dusuau de la Croix, Celestin Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufassat, Louis Desdune fils, and Herbert Fortier, and to and with divers other persons at present unknown to your orator and oratrix, whose names when discovered your orator and oratrix pray may be herein inserted, and they made parties defendants hereto with proper and apt words to charge them with the premises, and contriving how to injure and oppress your orator and oratrix in the premises, sometime give out and pretend, that the said Daniel Clark never did make and execute the said will of 1813, in favor of your oratrix as has been above stated, and that the said old will of 1811, was duly made and executed, by the said Daniel Clark, and was left by him at the time of his decease unrevoked and as his true and only last will and testament, whereas your orator and oratrix expressly charge the contrary of said pretence to be true, and that the said Daniel Clark, did make and execute the said will made by him as hereinbefore stated in the year 1813, in favor of your oratrix, and did therein devise and bequeath all his estate real and personal to your oratrix the said Myra Clark Whitney, and did also therein and thereby, declare your oratrix the said Myra Clark Whitney, to be the legitimate daughter of the said Daniel Clark, and did make and order therein the other dispositions and bequests hereinbefore stated by your orator and oratrix, to have been made and ordered by him in the said will, made and executed as aforesaid in 1813, by him the said Daniel Clark; and the said will of 1813, operated as a full and perfect revocation of the former will alleged to have been made by the said Daniel Clark in 1811, and of every other part and provision thereof, and that the said will of 1811, ought to be set aside, and the said will of 1813, established and confirmed, and the real and personal estate of the said Daniel Clark, declared to be descended to your oratrix, the said Myra Clark Whitney, as the heir at law, and devisee of the said Daniel Clark.

And at other times the said confederates will allege that some doubts have arisen concerning the legitimacy of your oratrix the

said Myra Clark Whitney, and pretend that the said Daniel Clark, was never married to Zuline Née Carriere, by whom he had your oratrix, the said Myra Clark Whitney, and that the said Zuline Née Carriere, was the lawful wife of one Jerome De Grange, who was still living, when she became the mother of your oratrix, by the said Daniel Clark, and that therefore upon the death of the said Daniel Clark, the equitable and legal interest in all the said real and personal estate, and slaves descended to and became vested in the said Mary Clark, as his forced heir at law; whereas your orator and oratrix expressly charge the contrary of all such pretences and allegations to be true, and that your oratrix the said Myra Clark Whitney, is and was the legitimate child of the said Daniel Clark, and that the said Daniel Clark, was married to and was the lawful husband of the said Zuline Née Carriere, at and before the time when she became the mother of your oratrix the said Myra, by the said Daniel Clark, and that the said Zuline Née Carriere, was not and never had been at any time the lawful wife of the said Jerome De Grange, or of any other man than the said Daniel Clark, when she became the mother of your oratrix, the said Myra as aforesaid, and that any marriage ever did take place between the said Zuline and the said De Grange the same was utterly null and void, from the beginning on the ground, that the said Jerome De Grange, at the time of his contracting such marriage (if he did contract the same) with the said Zuline, was the lawful wedded husband of another woman to whom he had been previously married, and who was still living, all of which the said confederates will at other times admit; but then they pretend that the said Richard Relf and Beverly Chew, made sales of the said real and personal estate, and the said slaves of the said Daniel Clark, as testamentary executors of a will of the said Daniel Clark, which had been admitted to probate in the probate court for the parish and city of New Orleans, and as the attorneys in fact of the said Mary Clark, the devisee in said probated will named, and that the purchasers of the said real and personal estate of the said Daniel Clark, at the said sales thereof, did become such purchasers for full and valuable considerations and without notice of any revocation and invalidity of the said probated will, alleged to have been made by the said Daniel Clark in 1811, and in which the said Richard Relf and Beverly Chew, were named executors and without notice of the rights or claims of any other person than the said Mary Clark, to the said estate of the said Daniel Clark, or any part thereof; and therefore they insist that although the said will of 1811, may not have been the last will of the said Daniel Clark, and although your oratrix, the said Myra, may have been the true and lawful heiress of the said Daniel Clark, yet they should not be affected thereby, and that the titles acquired by the said purchasers under the said sales made of the said real and personal estate and slaves of the said Daniel Clark, by the said Richard Relf and Beverly Chew, are good and perfect titles, and cannot be invalidated or disturbed in any manner by the

revocation or invalidity of the said will of 1811, or of any claim or claims, or title which your said oratrix the said Myra, may have had or now has to the said estate, and slaves or any portion thereof; whereas your orator and oratrix, expressly charge the contrary of all such pretensions to be true, and that the said Richard Relf and Beverly Chew, did not nor did either of them, act in their said assumed capacities of pretended executors of a will of the said Daniel Clark, and attorneys of the said Mary Clark legally, nor did they or either of them when acting in both or either of such assumed capacities observe or comply with the formalities, or adopt the measures prescribed by law as requisite to give any validity or authority to any act or acts done or assumed to be done by them, in such assumed capacities of executors or attorneys in relation to the said real and personal estate, and slaves of the said Daniel Clark; that a true and faithful inventory, and a just appraisement by two duly appointed and sworn appraisers of the said real and personal estate of the said Daniel Clark, had not been made or caused to be made according to law by the said Richard Relf and Beverly Chew, or either of them, before the said sales were made, that proper and legal orders to sell were not obtained by the said Richard Relf and Beverly Chew, or either of them, from the judge authorized to grant or make such orders, before the said sales were made, that all or nearly all the said sales were made by private contract and not at public auction, as they should according to law have been made, and that the moneys severally paid by the said purchasers for the portions sold to them respectively of the said real and personal estate and slaves, by the said Richard Relf and Beverly Chew, or either of them, were not respectively full and valuable considerations for said portions of said real and personal estate and slaves, that many of said sales were made by the said Richard Relf and Beverly Chew, as pretended testamentary executors, after the year of testamentary execution had expired, and when they had not nor had either of them been continued by the order of any judge or court of competent authority in their said functions of executors; that the said Richard Relf and Beverly Chew, had not nor had either of them, caused themselves or either of them, to be duly recognized by a court of competent authority, as the attorney or attorneys of the said Mary Clark, and that all acts of the said Richard Relf and Beverly Chew, in relation to the estate of the said Daniel Clark, were upon the face of the proceedings in the foregoing, and in many other respects illegal and informal and fraudulent, and void by the laws of the land, and so they were necessarily known to be by the said purchasers at the said sales; and that the making, execution, and existence of the said last will of the said Daniel Clark, made by him in 1813, and its fraudulent concealment, suppression and destruction at his death, by the said Richard Relf were notoriously known and reported at the time in Louisiana, and that the said purchasers on the occasion of the making of the sales aforesaid and afterwards, and their heirs and assigns, had some

knowledge, notice, information, belief, or suspicion, or reason for belief or suspicion, and did in their consciences believe or suspect that the said Richard Relf and Beverly Chew, had acted fraudulently, improperly, and against equity and good conscience, in procuring to be admitted to probate the said will alleged to have been made by the said Daniel Clark, in 1811, and in having procured the appointment of themselves, the said Richard Relf and Beverly Chew, by the probate court as executors of the said will of 1811, and representing the said real and personal estate of the said Daniel Clark, to have been devised to and inherited by the said Mary Clark, all which the said confederates will at other times admit, and then they will pretend that they have delivered or sent to your orator and oratrix, full, true, and just accounts of the said real and personal estate, and slaves of the said Daniel Clark, and all of the rents, profits, issues, and services thereof, and of all the business or concerns appertaining or relating thereto; whereas your orator and oratrix expressly charge the contrary of such pretence to be true, and that the said confederates have not nor has either of them delivered or sent to your orator and oratrix, or either of them, any account whatever, all of which actings and doings and pretences tend to the manifest wrong and injury of your orator and oratrix, and are contrary to equity and good conscience.

In tender consideration whereof and for as much as your orator and oratrix are remediless in the premises by the strict rule of the common law, and are unable to obtain adequate and complete relief except on the equity side of this honorable court, where matters of this and the like nature are alone properly cognizable and relievable; and your orator and oratrix expressly charge that the said Eleanor O'Bearne, George Green and Jane Green his wife, and Sarah Campbell, if now living are aliens and subjects of the King of Great Britain and Ireland, and that Richard Relf and Beverly Chew, Holliday, John Holliday, Ramon Masona, Jean B. Ambroise, John Minturn, Belifine Berdoule, Manuel Marquez, John Mathieu, Thomas D. Hailes, Mr. Callaway, Jean Barabino, Antoine Piernas, The New Orleans and Carrollton Rail Road Company, Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchanette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francis Xavier Martin, J. Hopkins, M. Binge, Rene Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, "the Mayor, Aldermen and Inhabitants of the city of New Orleans," Augustus Pepie, Mr. Wright, Gabriel Winters, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francis Dusuau de la Croix, Celestine Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufossat, Louis Desdunes fils, and Herbert Fortier are citizens of the State of Louisiana, and that your orator and oratrix are citizens of the State of New York.

To the end therefore, that the said Eleanor O'Bearne, George Green and Jane Green his wife, Sarah Campbell, Richard Relf, Beverly Chew, Holliday, John Holliday, Ramon Masona, Jean B. Ambroise, John Minturn, Belefine Berdoule, Manuel Marquez, John Mathieu, Thomas D. Hailes, Mr. Callaway, Jean Barabino, Antoino Piernas, "the New Orleans and Carrollton Rail Road Company," Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchinette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francois Xavier Martin, J. Hopkins, M. Binge, Réné Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, "the Mayor, Aldermen and Inhabitants of the city of New Orleans," Augustus Pepie, Mr. Wright, Gabriel Winters, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francis Dusuau De la Croix, Celestin Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufossat, Louis Desdunes fils and Herbert Fortier, and the rest of the confederates, when discovered may, without oath, full, true, direct and perfect answer make, your orator and oratrix hereby expressly waiving the necessity of making such answer upon the oath of the said confederates, or of either of them, to all and singular the matters and things hereinbefore stated and charged, as fully and particularly as if the same were hereinafter repeated, and they and each of them thereunto distinctly and specifically interrogated; and that not only as to the best of their, and each of their and each of their respective knowledge and remembrance, but also as to the best of their respective information, hearsay and belief; and that the said confederates may also severally set forth what right, title or interest they respectively have or claim in or to the real estate and slaves of the said Daniel Clark, or any and what part thereof and how and in what manner they derive and make out the same, and by and under what deed or deeds, writing or writings, and may set forth the date and contents of all such deeds and writings, and that the said Eleanor O'Bearne, George Green and Jane Green his wife, Sarah Campbell, Richard Relf, Beverly Chew, Holliday, John Holliday, Raman Masana, Jean B. Ambroise, John Minturn, Belifine Berdoule, Manuel Marquez, John Mathieu, Thomas D. Hailes, Mr. Calloway, Jean Barabino, Antoine Piernas, "the New Orleans and Carrolton Rail Road Company," Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchinette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francois Xavier Martin, J. Hopkins, M. Binge, Réné Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, "The Mayor, Aldermen and Inhabitants of the city of New Orleans," Augustus Pepie, Mr. Wright, Gabrial Winter, Philip Minor, Geo. Kenner, Duncan Kenner, Leland

Ferier, Francis Dusuau de la Croix, Celestin Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufossat, Louis Desdune fils, and Herbert Fortier, and the rest of the confederates may answer the premises, and that the said will made by the said Daniel Clark in the year 1813, in which he devised all his estate as aforesaid to your oratrix, the said Myra, and the provisions and dispositions thereof be carried into execution by and under the decree of this honorable court, and the rights and interests of your orator and oratrix under the same be declared and secured; and that it may be declared that the said will, alleged to have been made by the said Daniel Clark in 1811, had been utterly revoked and declared to be good for nought by him, the said Daniel Clark, in his life time, and that the said will so alleged to have been made by the said Daniel Clark in 1811, is in fact and in truth utterly void and of no effect—and that the said will made as aforesaid by the said Daniel Clark in 1813, was duly made and executed by him, the said Daniel Clark, with all the formalities and other requisites necessary for passing real and personal estate by devise, and that it was the only true and valid will of the said Daniel Clark, and contained a good and valid devise and bequest of all the real and personal estate and slaves of the said Daniel Clark to your oratrix, the said Myra Clark Whitney; and that in and by the same he the said Daniel Clark did acknowledge and declare your oratrix the said Myra Clark Whitney to be the legitimate daughter of him the said Daniel Clark, and that the said Daniel Clark departed this life on or about the 16th day of August, 1813, without altering or revoking his said will so made by him as aforesaid in the year 1813, and containing the said devise to and the said declaration of acknowledgment of the legitimacy of your oratrix the said Myra Clark Whitney, and that the said declaration or acknowledgment of the legitimacy of your oratrix, the said Myra, made as aforesaid by the said Daniel Clark, in his said last will made by him in the year 1813, was a full and perfect and effectual act of legitimation of your oratrix the said Myra Clark Whitney, if any such act would have been necessary to establish the legitimacy of your oratrix the said Myra, and that it vested in your oratrix all the rights, capacities and privileges of a legitimate child—and also that it may be declared that your oratrix, the said Myra, is the legitimate child of the said Daniel Clark, and that the said Daniel Clark was the lawful husband of the said Zuline Neé Carriere, the mother of your oratrix, the said Myra, at and before the time when she, the said Zuline, became the mother of your oratrix the said Myra, by the said Daniel Clark, and that it may be declared that all and every of the said sales of the said real and personal estate and the said slaves of the said Daniel Clark made by the said Rich. Relf and Beverly Chew, or by either of them, as the executor or executors of the said revoked will of 1811, or as the attorney or attornies of the said Mary Clark, or in any other capacity, are null and void and of no effect, and that the said real and personal estate and slaves of the said Daniel Clark,

descended to your oratrix, the said Myra, upon the death of the said Daniel Clark, as his the said Daniel Clark's devisee and heir at law, and that the said Eleanor O'Bearne, George Green and Jane Green his wife, Sarah Campbell, Richard Relf, Beverly Chew, Holliday, John Holliday, Ramon Masona, Jean B. Ambroise, John Minturn, Belifine Berdoule, Manuel Marquez, John Mathieu, Thos. D. Hailes, Mr. Calloway, Jean Barabino, Antoine Piernas, "the New Orleans and Carrolton Rail Road Company," Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchinette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francois Xavier Martin, J. Hopkins, M. Binge, Réné Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. P. Field, P. O. Sorbet, Claude Samory, "The Mayor, Aldermen and Inhabitants of the city of New Orleans," Augustus Pepie, Mr. Wright, Gabriel Winter, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francis Dusuau de la Croix, Celestin Robert Avart, L. Fortier, Francis Pastalis Labarre, Soniat Dufossat, Louis Desdune fils, and Herbert Fortier may be decreed to deliver up to your orator and oratrix the possession of all the said real estate and slaves hereinbefore enumerated and described and now held and possessed or claimed to be held and possessed by them or either of them, jointly or severally or in any other manner, as owners or otherwise. and to come severally to an account with your orator and oratrix for the rents, profits, issues and services of the said real estate and slaves of the said Daniel Clark, which have been possessed or received by the said defendants, or any of them or by any other person or persons by their or either of their order, or for their or either of their use, since the death of the said Daniel Clark, and respectively to pay over to your oratrix whatever shall be found due from them or any of them upon the taking of such account, and that in the taking of such account the said defendants may respectively be charged with interest for such balance as shall appear to have been in their hands from time to time, and that the said defendants may be respectively decreed to deliver up to your orator and oratrix all deeds and other writings in their hands relating to the said real and personal estate and slaves of the said Daniel Clark, and that an account may also be taken of the personal estate and effects of the said Daniel Clark, and the profits, issues and profits thereof possessed or received by or by the order of, or for the use, or which may have come to the hands of the said Richard Relf and Beverly Chew, or either of them as said executors of the said revoked will of 1811, or as said attorneys of the said Mary Clark, or by or by the order, or for the use or which may have come to the hands of any other of the said confederates, and that the said Richard Relf and Beverly Chew and the rest of the confederates may be respectively decreed to pay to your orator and oratrix what shall be found due from them or any

of them on account of, the said personal estate and effects of the said Daniel Clark, and that your orator and oratrix may have such further or other relief in the premises as the nature of the case may require and as may seem meet to this honorable court and agreeably to equity and good conscience.

May it please this honorable court, the premises considered, to grant unto your orator and oratrix the peoples' most gracious writ of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said Eleonor O'Bearne, George Green and Jane Green his wife, and Sarah Campbell, Richard Relf, Beverly Chew, Holliday, John Holliday, Ramon Masana, Jean B. Ambrose, John Minturn, Belifine Berdoule, Manuel Marquez, John Matthieu, Thomas D. Hailes, Mr. Callaway, Jean Barabino, Antoine Piernas, "the New Orleans and Carrollton Rail Road Company," Mrs. Widow Jaubert, Charles Patterson, Charles Fonde, Mrs. Widow P. Mitchell, Sarah M. Alexander, Antoine Caitano, B. Doyle, Mrs. West, Virginia Duplantier, Claude Gauchanette, Patrick Hogan, J. B. Barker, Jane McCrea, Marie Louise, Charles Edwards, Francois Xavier Martin, J. Hopkins, M. Binge, Réné Lemonier, F. H. Petitpain, Toledano, Etienne Cusin, J. H. Field, P. O. Sorbet, Claude Samory, The Mayor, Aldermen and Inhabitants of city of N. Orleans, Augustus Pepie, Mr. Wright, Gabriel Winter, Philip Minor, George Kenner, Duncan Kenner, Leland Ferier, Francis Dusuau de la Croix, Celestin Robert Avart, L. Fortier, Francis Pascalis Labarre, Soniat Dufossat, Louis Desdunes fils, and Herbert Fortier, and their confederates, commanding them and each of them by a certain day and under a certain penalty therein to be inserted, to be and appear according to law and the course of practice in this honorable court, before the honorable the judge of the district court of the United States for the eastern district of Louisiana, then and there to answer all and singular the premises and to stand to, abide by and perform such order and decree therein as to this honorable court shall seem meet.

And your orator and oratrix as in duty bound will ever pray, &c.

(Signed,) JAMES W. WHITE,
Solicitor for Complainants.

Filed 28th July, 1836.

(Signed,) T. W. COLLENS,
Dep. Clk.

And afterwards, on the first day of August, 1836, the following 58 subpœnas issued from the clerk's office, to wit :

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, J. Hopkins, so that he be and appear at the district court of the United States for

the eastern district of Louisiana, to be holden in the city of New-Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default : and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States. [L. s.]

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received, August 13th, 1836. Served on the 25th same month copy of the within subpœna and copy of the plaintiff's bill in equity, on J. Hopkins, by leaving the same at his domicil with a free person above 14 years of age.

Ret. 1 Dec. 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, Richard Relf, so that he be and appear at the district court of the United States, for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default : and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this first day of August, 1836, and 61st year of the Independence of the United States. [L. s.]

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Rec'd August 13, 1836. Served copy of the within document, together with a copy of the plaintiff's bill in equity, on Richard Relf, 25th Aug., 1836, personally.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, Beverly Chew so that he be and appear at the district court of the United States

for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received, August 13th, 1836. Served copy of the within document, together with a copy of plaintiff's bill in equity, on the within named Bev. Chew, in person, August 25th, 1836.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Réné Lemonier, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le Président des Etats Unis d'Amérique, au Maréchal du District Oriental de la Louisiane, ou à son député dument autorisé, salut:

Vous étes commandé de citer en equité Réné Lemonier, pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans le second Lundi de Décembre, 1836, à l'effet de répondre à la plainte de W. W. Whitney et femme et d'y remettre

réponse ou défence au greffier de la dite cour avant ou le même jour : faute de quoi, jugement lar défaut sera rendu contre liu, et vous ferez votre rapport de cet ordre.

Témoin l'Honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orléans, ce premier Jour de Aout 1836, et l'anneé de l'Indépendance des Etats Unis la 61eme.

Signé, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. Served copy of the within document on Réné Lemonier, together with a copy of the plaintiff's bill in equity, August 25th, 1836, by leaving the same at his residence in New Orleans, with a free member of the family above the age of fourteen years.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, Antoine Caitano, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default : and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said
[L. s.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du district Oriental de la Louisiane, ou à son depute dument autorise, salut :

Vous etes commande de citer en equite Antoine Caitano, pour qu'il ait à comparaitre a la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W.W. Whitney et sa femme et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le meme jour i faute de quoi

jugement par defaut sera rendu contre liu et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans ce per Jour de Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received, August 13th, 1836. Served a copy of the within subpœna, and a copy of plaintiff's bill in equity, on A. Caitano, by leaving the same at his domicil, in the city of New Orleans, 28th Nov. 1836, with a free person of the family above 14 years of age. Ret. Dec. 1836.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Duncan Kenner, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. Served copy of the within citation on Duncan Kenner, by handing the same to his brother, George Kenner, at the place of residence of the said Duncan Kenner, in the parish of Ascension, in the State of Louisiana, November 24th, 1836, 75 miles from New Orleans.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Patrick Hogan, so that he be and appear at the district court of the United

States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. Left copy of the within document at the house lately occupied by the within named Patrick Hogan, and situated in Poydras street, in the city of New Orleans, who informed me that said Patrick Hogan was dead.

Signed, J. H. HOLLAND, *Marshal.*
28th August, 1836.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, P. O. Sorbet, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou a son depute dument autorise, salut:

Vous etes commande de citer en equite P. O. Sorbet pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville da la Nouvelle Orleans, le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W. W. Whitney et femme et d' y remettre reponse ou defense au greffier de la dite cour, avant ou le meme jour: faute

de quoi jugement par defaut sera rendu contre hu et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Sam'l H. Harper, juge de la dite cour
[L. S.] a la ville de la Nouvelle Orleans, ce 1er. Jour de Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. On 25th August, 1836, served copy of subpœna, and copy of the plaintiff's bill in equity, on P. O. Sorbet, by leaving the same at his counting room, with his clerk, in Royal street, in the city of New Orleans, a free person above 14 years of age. Returned 1st December, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Celestin Robert Avart, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said
[L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou a son depute dument autorise, salut:

Vous etes commande de citer en equite, Celestin Robert Avart, pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W. W. Whitney et femme, et el y remettre reponse ou defense au greffier de la dite cour, avant ou le meme pour, faute de quoi jugement par defaut sera rendu contre lui, et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Sam'l H. Harper, juge de la dite cour,
[L. S.] a la ville de la Nouvelle Orleans ce 1er. Jour d'Aout, 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. Served copy of the within writ on Robert Avart, December 1st, 1836. The said Avart denies that he is the Celestin Robert Avart alluded to in the plaintiff's bill; says he was his brother, but has been dead several years. Second Monday December, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, George Kenner, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgement will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said
[L. s.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. Served copy of the within subpœna, and copy of plaintiff's bill in equity, on George Kenner in person, 80 miles from New Orleans.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Antoine Piernas, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said
[L. s.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane ou â son député dument autorisé, salut.

Vous etes commandé de citer en equité Antoina Piernas pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi Décembre 1836 a l'effet de répondre à la plainte de W. W. Whitney et femme et d'y remettre réponse ou défence au greffier de la dite cour, avant ou le meme jour faute de quoi jugement par défaut sera rendu contre lui, et vous ferez rapport de cet ordre.

Témoin, l'honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orléans ce 1er Jour d'aout de l'année 1836 et de l'independance des Etats Unis la 61eme.

Signé T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received, August 13th, 1836. Served copy of the within citation on Antoine Piernas, by handing the same to the wife of Antoine Piernas, a free person over the age of 14 years, together with a copy of the plaintiff's bill in equity, by handing the same to the said wife in person, at the city of New Orleans. Returned Monday in December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, M. Bingé, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said
[L. S.] court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane, ou à son député dument autorise, salut:

Vous etes commandé de citer en équité, M. Bingé, pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle

Orleans le second Lundi de Décembre 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme, et d'y remettre réponse ou défence au greffier de la dite cour, avant ou le même jour ; faute de quoi jugement par défaut sera rendu contre lui et vous ferez rapport de cet ordre.

Témoin l'honorable Samuel H. Harper, juge de la dite cour, à la ville de la Nouvelle Orléans ce 1er Jour d'aout 1836, et l'anne de l'indépendance des Etats Unis la 61eme.

Signé T. W. COLLENS, *Dy. Greffier*.

Marshal's Return.

Received August 13th, 1836. The within named M. Bingé could not be found. Returned 2d Monday in December, 1836.

Signed J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Marie Louise, so that she be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of of the United States.

[L. S.]

Signed T. W. COLLENS, *Dy. Clerk*.

Le Président des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou à son député dument autorisé, salut :

Vous etes commandé de citer en equite Marie Louise, pour qu' elle ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme, et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le même jour ; faute de quoi, jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin l'honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. Jour Aout 1836, et l'annee de l'independance des Etats Unis la 61eme.

Signe T. W. COLLENS, *Dy. Greffier*.

Marshal's Return.

Received August 13th, 1836. The within named Marie Louise could not be found. Returned 2d Monday in December, 1836.
Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, Mrs. Widow Jaubert, so that she be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court, on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.
[L. S.]
Signed T. W. COLLENS, *Dy. Clerk.*

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou à son depute dument autorise, salut :

Vous etes commande de citer en equite Mad. Vve. Jaubert, pour qu' elle ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans le ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme, et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le même jour; faute de quoi, jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin l'honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. Jour d'Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.
Signe T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received August 13th, 1836. Served on Widow Jaubert 28th November 1836, copy of the within citation or subpœna and copy of plaintiff's bill in equity in person. Returned December 1st, 1836.
Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America, to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting :

You are hereby commanded to subpœna in equity —— Toledano, so that he be and appear at the district court of the United States

for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1636, and of the Independence of the United States, the 61st.

[L. s.]

Signed T. W. COLLENS, *Dy. Clerk.*

Le President des Etats Unis d'Amerique au Marechal du District Oriental de la Louisiane, au a son deputé dument autorisé, salut:

Vous etes commandé de citer en équité Tolédano pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans le second Lundi de Décembre, 1836, a l'effet de répondre a la plainte de W. W. Whitney et femme et d'y mettre reponse ou défense au greffier de la dite cour, avant ou le même jour, faute de quoi, jegement par défaut sera renda contre lui, et vous ferez votre rapport de cet ordre.

Témoin l'honorable Samuel H. Harper, juge de la dite cour a la ville de la Nouvelle Orleans ce premier jour d'aout 1836, et l'anneé de l'indépendance des Etats Unis la 61 eme.

Signé T. W. COLLENS,
Dy Greffier.

Marshal's Return.

Received August 13th, 1836, and on 19th November, 1836, served on C. Toledano, copy of plaintiff's bill in equity, a copy of the within citation or subpœna. Returned 1st December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Mrs. Widow P. Mitchell, so that she be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or before the same, or judgment will be given against her in default: and have you then and there this writ.

Witness the honorable Samuel Harper, judge of the said court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

[L. s.]

Signed T. W. COLLENS, *Dy Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within subpœna, and copy of plaintiff's bill in equity on widow P. Mitchell, in person, November 29th, 1836. Returned same day.

Signed J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Virginia Duplantier, so that she be and appear at the United States district court for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness, the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

[L. S.]

Signed T. W. COLLENS, *Dy Clerk*.

Le President des Etats Unis d'Amerique au Maréchal du District Oriental de la Louisiane, ou a sou deputé dument autorisé, salut:

Vous etes commandé de citer en equité Virginia Duplantier, pour qu'élle ait a comparaitre a la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans, le second Lundi de Decembre, 1836, a l'effet de répondre a la plainte de W. W. Whitney et femme et d'y remettre reponse ou defence, au greffier de la dite cour avant ou le meme jour, faute de quoi jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin, l'honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans, ce 1er. Jour d'aout 1836, et l'annee de l'Independance des Etats Unis la 61 eme.

Signe T. W. COLLENS, *Dy Greffier*.

Marshal's Return.

Received August 13th, 1836. Served November 30th, 1836, copy of the within subpœena, and copy of plaintiff's bill in equity, on V. Duplantier in person. Returned 1 December, 1836.

Signed J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Charles Patterson, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness, the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received, August 13th, 1836. Served copy of the within subpœna and copy of plaintiff's bill in equity, on Charles Patterson in person, 28th November, 1836. Returned, 1st December, 1836.

J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Thomas D. Hailes, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

[L. S.] Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this second day of August, 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received, August 13th, 1836. Served copy of the within document, together with a copy of plaintiff's bill in equity, on Thomas D. Hailes, November 28th, 1836, in person.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Mrs. West, so that she be and appear at the district court of the United States for

the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of said court at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independance of the United States of America.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received, August 13th, 1836. Served copy of the within document, together with a copy of plaintiff's bill in equity, on the within named Mrs. West, in person. December 1st, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Jean Baribino, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Deputy Clerk.*

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane, ou à sou Député dument autorisé, salut:

Vous êtes commandé de citer en équité Jean Barabino pour qu'el ait á comparaitre à la cour de district des Etats Unis pour le district oriental de la Louisiana qui siegera dans la ville de la Nouvelle Orleans, le second Lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme et d'y remettre reponse ou defense au greffier de la dite cour, avant ou le meme jour, faute de quoi, jugement par defaut sera rendu contre lui et vous ferez votre rapport de cet ordre.

Temoin l' honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. jour d'Aout, 1836, et l'annee de l' independance des Etats Unis la 61eme.

Signed T. W. COLLENS, *D'y Clerk.*

Marshal's Return.

Received August 13th, 1836. The within named Jean Barabino, after diligent search, could not be found. Returned 2d Monday in December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Phillip Minor, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Deputy Clerk.*

Marshal's Return.

Received August 13th, 1836. Could not be found, said to be dead. Returned December 1st, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Mr. Wright, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer thereto with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *D'y Clerk.*

Marshal's Return.

Received August 13th, 1836. The within named Mr. Wright could not be found. Returned second Monday in December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Mr. Holliday, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *D'y Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within writ on John Holliday, believing him to be the person alluded to, together with a copy of the plaintiff's bill in equity, personally, December 1st, 1836, at his residence, 15 miles above the city of New Orleans. Returned second Monday of December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Francois Dusuau de la Croix, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *D'y Clerk.*

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane ou á son depute dument autorise, salut:

Vous êtes commande citer en equite François Dusuau de la Croix pour qu' il ait à compaiaetre à la cour de district des Etats Unis pour le district oriental de la Louisiane que sigera daus la ville de la Nouville Orleans, le second lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme et d'y ruri-

ettre reponse ou defense au greffier de la dite cour avant ou le même jour, faute de quoi jugement par defaut sera rendu coutre liu, et vous ferez votre rapport pe cet ordre.

Temoin l' honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouville Orleans le 1er, jour d' Aout, 1836, et l'annee de l'Independance des Etats Unis la 61 eme.

Signe T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received August 13th, 1836. Served, on the 29th November, 1836, copy of the within subpœna on F. D. de la Croix, by leaving the same with Zenon Cavelier, his agent, he being absent, together with a copy of plaintiff's bill in equity. Returned December 1st, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity J. H. Field, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within document, together with copy of plaintiffs' bill in equity on the within named James H. Field, August 25th, 1836, in person.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Leland Ferier, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to

answer to the complaint of W. W. Whitney and wife; and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Le Président des Etats Unis d'Amérique, au Maréchal du District Oriental de la Louisiane, ou à sou député dument autorisé, salut:

Vous étes commandé de citer en equité Leland Ferier, pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans le second Lundi de Décembre, 1836, à l'effet de répondre à la plainte de W. W. Whitney et femme et d'y remettre réponse ou défence au greffier de la dite cour avant ou le même jour : faute de quoi, jugement lar défaut sera rendu contre liu, et vous ferez votre rapport de cet ordre.

Témoin l'Honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orléans, ce premier Jour de Aout 1836, et l'anneé de l'Indépendance des Etats Unis la 61eme.

Signé, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received, August 13th, 1836. Served a copy of the within subpœna, and copy of the plaintiff's bill in equity, on Jh. Lallande, by leaving the same at his domicil, in St. Charles street, with his wife, a free person, above 14 years old, 27th November, 1836. Returned 1st December, 1836.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Louis Desdunes, fils., so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before

the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. s.] 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou a son depute dument autorise, salut:

Vous etes commande de citer en equite, Louis Desdunes, fils., pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W. W. Whitney et femme, et el y remettre reponse ou defense au greffier de la dite cour, avant ou le meme pour, faute de quoi jugement par defaut sera rendu contre lui, et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Sam'l H. Harper, juge de la dite cour, [L. s.] a la ville de la Nouvelle Orleans ce 1er. Jour d'Aout, 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. The within named Louis Desdunes, fils., has not been fouud. Returned second Monday in December, 1836.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Francois Xavier Martin, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. s.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du district Oriental de la Louisiane, ou à son depute dument autorise, salut:

Vous etes commande de citer en equite François Xavier Martin pour qu'il ait à comparaitre a la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W.W. Whitney et sa femme et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le meme jour i faute de quoi jugement par defaut sera rendu contre liu et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans ce per Jour de Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. Served, on 27th same month, copy of the within citation, and copy of plaintiff's bill in equity, on F. X. Martin in person. Returned 1st December, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Sarah M. Alexander, so that she be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer, with the clerk of said court, on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. And on the 1st day of December, 1836, served copy of the within subpœna, and copy of the plaintiff's bill in equity, on defendant, Sarah M. Alexander, (a black woman,) in person. Returned same day.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Belefine Berdoule so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou a sou depute dument autorise, salut:

Vous etes commande de citer en equite BelefineBerdoule pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville da la Nouvelle Orleans, le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W. W. Whitney et femme et d' y remettre reponse ou defense au greffier de la dite cour, avant ou le meme jour: faute de quoi jugement par defaut sera rendu contre hu et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Sam'l H. Harper, juge de la dite cour [L. S.] a la ville de la Nouvelle Orleans, ce 1er. Jour de Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received, August 13th, 1836. Served copy of the within document on the within named Belefine Berdoule, November 29th, 1836, personally.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, John Minturn, so that he be and appear at the district court of the United States, for the eastern district of Louisiana, to be holden in the city of

New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Rec'd August 13, 1836. Served copy of the within document, on John Minturn, the person within named, together with a copy of plaintiff's bill in equity, November 22d, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Claude Gauchanette, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane ou â son député dument autorisé, salut.

Vous etes commandé de citer en equité Claude Gauchanette pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi Décembre 1836 a l'effet de répondre à la plainte de W. W. Whitney et femme et d'y remettre réponse ou défence au greffier de la dite cour, avant ou le meme jour faute de quoi jugement par défaut sera rendu contre lui, et vous ferez rapport de cet ordre.

Témoin, l'honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orléans ce 1er Jour d'aout de l'année 1836 et de l'independance des Etats Unis la 61eme.

Signé T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received, August 13th, 1836. And on the 28th November, 1836, served copy of the within subpœna, and copy of plaintiff's bill in equity, on C. Gauchinette, in person. Returned 1st December, 1836.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Eleanor O'Barne, so that she be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this first day of [L. S.] August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received, August 13th, 1836. The within named Eleanor O'Bearne, after diligent search, could not be found. Returned 2nd Monday in December, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Charles Fonde, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer on, or before the same, with the clerk of

said court, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this first day of [L. S.] August, 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane, ou à sou Député dument autorisé, salut:

Vous êtes commandé de citer en équité Charles Fonde pour qu'el ait á comparaitre à la cour de district des Etats Unis pour le district oriental de la Louisiana qui siegera dans la ville de la Nouvelle Orleans, le second Lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme et d'y remettre reponse ou defense au greffier de la dite cour, avant ou le meme jour, faute de quoi, jugement par defaut sera rendu contre lui et vous ferez votre rapport de cet ordre.

Temoin l' honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. jour d'Aout, 1836, et l'annee de l' independance des Etats Unis la 61eme.

Signed T. W. COLLENS, *D'y Clerk.*

Marshal's Return.

Received, August 13th, 1836. Served, on Chs. Fonde, 28th, November 1836, copy of the within subpœna, and copy of plaintiff's bill in equity, personally. Returned 1st December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, F. H. Petitpain, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Deputy Clerk.*

Le Président des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou à son député dument autorisé, salut :

Vous etes commandé de citer en equite F. H. Petitpain, pour qu' elle ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme, et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le même jour ; faute de quoi, jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin l'honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. Jour Aout 1836, et l'annee de l'independance des Etats Unis la 61eme.

Signe T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received, August 13th, 1836. Served, on F. H. Petitpain, a copy of the within subpœna, and copy of plaintiff's bill in equity, August 25th, 1836, in person. Returned 1st December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, B. Doyle, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default : and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said [L. S.] court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within document, together with the copy of the plaintiff's bill in equity, on the within named B. Doyle, personally, November 28th, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting :

You are hereby commanded to subpœna, in equity, Sarah Campbell, so that she be and appear at the district court of the United

States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness, the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy Clerk.*

Marshal's Return.

Received August 13th, 1836. The within named Sarah Campbell could not be found. Returned 2nd Monday in December, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Ramon Masana, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane, ou à son député dument autorise, salut:

Vous etes commandé de citer en équité, Ramon Masana, pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Décembre 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme, et d'y remettre réponse ou défence au greffier de la dite cour, avant ou le même jour; faute de quoi jugement par défaut sera rendu contre lui et vous ferez rapport de cet ordre.

Témoin l'honorable Samuel H. Harper, juge de la dite cour, à la ville de la Nouvelle Orléans ce 1er Jour d'aout 1836, et l'anne de l'indépendance des Etats Unis la 61eme.

Signé T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within subpœna or citation on Ramon Masana, November 28th, 1836, by delivering the same to his agent, at his place of residence, in the city of New Orleans, together with copy of the plaintiff's bill in equity.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Augustus Pepie, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou à son depute dument autorise, salut:

Vous etes commande de citer en equite Auguste Pepie, pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans le ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme, et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le même jour; faute de quoi, jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin l'honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. Jour d'Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received August 13th, 1836. A. Pepie could not be found, after diligent search and inquiry. Returned December 1st, 1836.
Signed, J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, the New Orleans and Carrolton Rail Road Company, so that it be and appear at the district court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that it do file its defence or answer with the clerk of said court, on or before the same, or judgment will be given against it by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.
[L. S.]
Signed T. W. COLLENS, *Dy. Clerk*.

Marshal's Return.

Received August 13th, 1836. Served copy of the within subpœna, and copy of the plaintiff's bill in equity, on D. Burthe, president of the New Orleans and Carrolton Rail Road Company, by handing the same to J. Nicholson, cashier of the Carrolton Rail Road Co. at the banking house in the city of New Orleans, August 25th, 1836. Returned 1st December, 1836.
Signed J. H. HOLLAND, *Marshal*.

The President of the United States of America, to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity John Matthieu, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.
[L. S.]
Signed T. W. COLLENS, *Dy. Clerk*.

Marshal's Return.

Received August 13th, 1836. Served copy of the within document on the within named John Matthew, a negro man, December 1st, 1836, together with a copy of the plaintiff's bill in equity.
Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, George Green, and Jane Green, his wife, so that they be and appear at the district court of the United States, for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that they do file their defence or answer with the clerk of said court, on or before the same, or judgment will be given against them by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.
[L. s.]

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. Greene could not be found, after diligent search and enquiry. Returned 1st December, 1836.
Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Manuel Marqeuz so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independance of the United States.
[L. s.]

Signed T. W. COLLENS, *Dy. Clerk.*

Le President des Etats Unis d'Amerique au Maréchal du District Oriental de la Louisiane, ou a sou deputé dument autorisé, salut:

Vous etes commandé de citer en equité, Manuel Marquez, pour qu'il ait a comparaitre a la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans, le second Lundi de Decembre, 1836, a l'effet de répondre a la plainte de W. W. Whitney et femme et d'y remettre reponse ou defence, au greffier de la dite cour avant ou le meme jour, faute de quoi jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin, l'honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans, ce 1er. Jour d'aout 1836, et l'annee de l'Independance des Etats Unis la 61 eme.

Signe T. W. COLLENS, *Dy Greffier*.

Marshal's Return.

Received August 13th, 1836. Served the within citation on the within named Manuel Marquez, by leaving the same at the residence of Antonio Caitano, his agent, (as it was represented to me,) with a free member of the family of the said Antonio Caitano, in Circus street, in the city of New Orleans, the said Marquez, as I was likewise informed, being absent from the jurisdiction of this court.

Signed J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Claude Samory so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of of the United States.

[L. S.]

Signed T. W. COLLENS, *Dy. Clerk*.

Le President des Etats Unis d'Amerique au Marechal du District Oriental de la Louisiane, au a son deputé dument autorisé, salut:

Vous etes commandé de citer en équité Claude Samory, pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district

oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans le second Lundi de Décembre, 1836, a l'effet de répondre a la plainte de W. W. Whitney et femme et d'y mettre reponse ou défense au greffier de la dite cour, avant ou le même jour, faute de quoi, jegement par défaut sera renda contre lui, et vous ferez votre rapport de cet ordre.

Témoin l'honorable Samuel H. Harper, juge de la dite cour a la ville de la Nouvelle Orleans ce premier jour d'aout 1836, et l'anneé de l'indépendance des Etats Unis la 61 eme.

Signé T. W. COLLENS,
Dy Greffier.

Marshal's Return.

Received, August 13th, 1836. And on the 25th same month served copy of the within citation, and copy of plaintiff's bill in equity, on Claude Samory, by leaving the same with his clerk, at his counting room, in the city of New Orleans, a free person above 14 years of age. Returned 1st December, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Herbert Fortier so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane, ou a son depute dument autorise, salut:

Vous etes commande de citer en equite Herbert Fortier pour qu'il ait a comparaitre a la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville da la Nouvelle Orleans, le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W. W. Whitney et femme et d' y remettre reponse ou defense au greffier de la dite cour, avant ou le meme jour: faute

de quoi jugement par defaut sera rendu contre hu et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Sam'l H. Harper, juge de la dite cour
[L. S.] a la ville de la Nouvelle Orleans, ce 1er. Jour de Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received, August 13th, 1836. I could find no such person as Herbert Fortier; but Norbert Fortier having stated that he was the person alluded to, the said Norbert Fortier was served with a copy of this writ, and copy of plaintiff's bill in equity, December 1st, 1836, at his plantation, 11 miles from New Orleans.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Etienne Cusin, so that he be and appear at the district court of the United States, for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said
[L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du District Oriental de la Louisiane ou á son depute dument autorise, salut:

Vous êtes commande citer en equite Etienne Cusin, de la Croix pour qu' il ait à comparaetre à la cour de district des Etats Unis pour le district oriental de la Louisiane que sigera daus la ville de la Nouville Orleans, le second lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme et d'y rurietre reponse ou defense au greffier de la dite cour avaut ou le même jour, faute de quoi jugement par defaut sera rendu coutre liu, et vous ferez votre rapport pe cet ordre.

Temoin l' honorable Samuel H. Harper, juge de la dite cour

à la ville de la Nouville Orleans le 1er, jour d' Aout, 1836, et l'annee de l'Independance des Etats Unis la 61 eme.

Signe T. W. COLLENS, *Dy. Greffier.*

Marshal's Return.

Received August 13th, 1836. And, on 1st December, 1836, served copy of the within citation or subpœna, and copy of the plaintiff's bill in equity, on E. Cusin, in person. Returned same day.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, the Mayor, Aldermen and Inhabitants of the city of New Orleans, so that they be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that they do file their defence or answer with the clerk of said court, on or before the same, or judgment will be given against them by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within subpœna, and copy of plaintiff's bill in equity, on D. Prieur, Esq., mayor, by leaving the same with his clerk, August 25, 1836, at the mayor's office, in the city of New Orleans. Returned December 1st, 1836.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Jane McCrea, so that she be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that she do file her defence or answer with the clerk of said court on or

before the same, or judgment will be given against her by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. s.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy Clerk.*

Marshal's Return.

Rec'd August 13, 1836. Served copy of the within document, together with copy of the plaintiff's bill in equity, on Jane McCrea, who is a black woman, personally, December 1st, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Mr. Calloway, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife; and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. s.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk.*

Marshal's Return.

Received, August 13th, 1836. Served a copy of the within subpœna, and copy of the plaintiff's bill in equity, on Mr. Calloway, by leaving the same at his store in Tchapitoulas street, with his agent, a free person above 14 years of age, November 28th, 1836. Returned December 1, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Francis Pascals Labarre, so that he be and appear at the district court

for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said
[L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Marechal du district Oriental de la Louisiane, ou à son depute dument autorise, salut:

Vous etes commande de citer en equite Francis Pascalis Labarre, pourqu'il ait à comparaitre a la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi de Decembre, 1836, a l'effet de repondre a la plainte de W. W. Whitney et sa femme et d'y remettre reponse ou defence au greffier de la dite cour, avant ou le meme jouri faute de quoi jugement par defaut sera rendu contre liu et vous ferez votre rapport de cet ordre.

Temoin l'Honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans ce per Jour de Aout 1836, et l'annee de l'Independance des Etats Unis la 61eme.

Signe, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. Served copy of the within writ on François Pascalis Labarre, the within named defendant, personally, December 1st, 1836, at his plantation, situate in the parish of Jefferson, 9 miles from the city of New Orleans.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Soniat Dufossat, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before

the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

[L. S.]

Signed, T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane ou â son député dument autorisé, salut.

Vous etes commandé de citer en equité Soniat Dufossat pour qu'il ait à comparaitre à la cour de district des Etats Unis, pour le district oriental de la Louisiane, qui siegera dans la ville de la Nouvelle Orleans le second Lundi Décembre 1836 a l'effet de répondre à la plainte de W. W. Whitney et femme et d'y remettre réponse ou défence au greffier de la dite cour, avant ou le meme jour faute de quoi jugement par défaut sera rendu contre lui, et vous ferez rapport de cet ordre.

Témoin l'Honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orléans, ce premier Jour de Aout 1836, et l'anneé de l'Indépendance des Etats Unis la 61eme.

Signé, T. W. COLLENS,
Dy. Greffier.

Marshal's Return.

Received August 13th, 1836. Served, copy of the within citation or subpœna on Soniat Dufossat, at his plantation, 12 miles from the city of New Orleans, personally, December 1st, 1836.

Signed, J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity J. B. Barker, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

[L. S.]

Signed T. W. COLLENS, *D'y Clerk.*

Marshal's Return.

Received August 13th, 1836. Received, at Plaquemines, November 23d, 1836. Served November 25th, 1836, by handing to Josiah Barker, in person, a copy of this citation and petition, at his domicil, 120 miles from New Orleans.

Signed, W. L. FENN,
U. S. Deputy Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity Gabriel Winter, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default; and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Deputy Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within writ on Gabriel Winter, November 24th, 1836, in person, at his place of residence, in the parish of Ascension, sixty-five miles from New Orleans.

Signed, J. H. HOLLAND,
Marshal.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Charles Edwards, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, [L. S.] 1836, and 61st year of the Independence of the United States.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. Served copy of the within document on Charles Edwards, in person, together with copy of the plaintiff's bill in equity, November 28th 1836.

Signed J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Jnhn Holliday, so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer, with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Sam'l H. Harper, judge of the said [L. S.] court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States of America.

Signed, T. W. COLLENS,
Deputy Clerk.

Marshal's Return.

Received August 13th, 1836. Served copy of the within writ on John Holliday, in peıson, December 1st, 1836, at his plantation, situate 15 miles from New Orleans, together with a copy of the plaintiff's bill in equity.

Signed, J. H. HOLLAND, *Marshal*.

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, Jean B. Ambroise so that he be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said [L. S.] court at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

Signed T. W. COLLENS, *Dy. Clerk*.

Le President des Etats Unis d'Amerique au Maréchal du District Oriental de la Louisiane, ou a sou deputé dument autorisé, salut:

Vous etes commandé de citer en equité, Jean B. Ambroise, pour qu'il ait a comparaitre a la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siégera dans la ville de la Nouvelle Orleans, le second Lundi de Decembre, 1836, a l'effet de répondre a la plainte de W. W. Whitney et femme et d'y remettre reponse ou defence, au greffier de la dite cour avant ou le meme jour, faute de quoi jugement par defaut sera rendu contre elle et vous ferez votre rapport de cet ordre.

Temoin, l'honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans, ce 1er. Jour d'aout 1836, et l'annee de l'Independance des Etats Unis la 61 eme.

Signe T. W. COLLENS, *Dy Greffier.*

Marshal's Return.

Received August 13th, 1836. The within named Jean B. Ambroise could not be found; but I served a copy of the plaintiff's bill in equity on a black woman, who informed me that her name was Marie Thérése Moïse, that she was free, and the wife of the said J. B. Ambroise, who, she also informed me, was dead, December 1st, 1836, at the city of New Orleans.

Signed J. H. HOLLAND, *Marshal.*

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna, in equity, L. Fortier, so that he be and appear at the circuit court of the United States for the eastern district of Louisiana, to be holden at the city of New Orleans on the second Monday of December, 1836, to answer to the complaint of W. W. Whitney and wife, and that he do file his defence or answer with the clerk of said court, on or before the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this 1st day of August, 1836, and 61st year of the Independence of the United States.

[L. s.]

Signed T. W. COLLENS, *Deputy Clerk.*

Le President des Etats Unis d'Amerique, au Maréchal du District Oriental de la Louisiane, ou à sou Député dument autorisé, salut:

Vous êtes commandé de citer en équité L. Fortier, pour qu'el ait á comparaitre à la cour de district des Etats Unis pour le district

oriental de la Louisiana qui siegera dans la ville de la Nouvelle Orleans, le second Lundi de Decembre, 1836, à l'effet de repondre à la plainte de W. W. Whitney et femme et d'y remettre reponse ou defense au greffier de la dite cour, avant ou le meme jour, faute de quoi, jugement par defaut sera rendu contre lui et vous ferez votre rapport de cet ordre.

Temoin l' honorable Samuel H. Harper, juge de la dite cour à la ville de la Nouvelle Orleans ce 1er. jour d'Aout, 1836, et l'annee de l' independance des Etats Unis la 61eme.

Signed T. W. COLLENS, *D'y Clerk.*

Marshal's Return.

Received August 13th, 1836. Served copy of the within citation, and copy of plaintiff's bill in equity, on the defendant, L. Fortier, December 1st, 1836, at his plantation, nine miles from the city of New Orleans, by delivering the same to him in person. Returned Monday, December, 1836.

Signed J. H. HOLLAND, *Marshal.*

And afterwards, on the 12th day of December 1836, the following rule and certificate were filed in the clerk's office, to wit:

W. W. Whitney et Ux'r.,	}	No. 3823—in the District Court of the
vs.		United States in and for the Eastern
Richard Relf et als.	}	District of the Louisiana Dictrict.

On motion of L. C. Duncan of counsel for Richard Relf and Beverly Chew, two of the defendants herein, and in behalf of J. Slidell, P. A. Rost, D. Seghers, J. T. Preston, J. J. Mercier, J. R. Sterrett, H. Lockett, R. M. Shepard, of counsel for sundry others of the defendants, also in behalf of the clerk and marshal of this court, on filing the affidavit of the deputy clerk of this court, and on suggesting that the probable costs in this case would be very large in amount, and that no security had been given therefor, though the complainants reside out of the limits of this district, to wit, in the district of New York; ordered, that the complainants shew cause to morrow morning at 10 o'clock, why they should not file a bond for ample and satisfactory security for costs in this matter, and in default thereof, within three days, why their bill of complaint should not be dismissed, and also why the said defendants should not be excused from making any further appearance herein or of pleading to said bill until such security be given.

T. W. Collens being sworn saith, that he is the deputy clerk of this court, and that the costs of the clerk thereof in the above

entitled case amount at this date to the sum of seventeen hundred and thirty-eight dollars and sixteen cents.

Signed T. W. COLLENS.

Sworn to in open court, 12th December 1836.

Signed SAM. H. HARPER,
Judge U. S.

And on same day, to wit, the 12th day of December, the following rule was entered of record, to wit:

W. W. WHITNEY et UX'R., }
vs. }
RICHARD RELF et als. }

On motion of L. C. Duncan of counsel for Richard Relf and Beverly Chew, two of the defendants herein, and in behalf of J. Slidell, P. A. Rost, D. Seghers, J. T. Preston, J. J. Mercier, J. R. Sterrett, H. Lockett, R. M. Shepard, of counsel for sundry others of the defendants, also in behalf of the clerk and marshal of this court, on filing the affidavit of the deputy clerk of this court, and on suggesting that the probable costs in this case would be very large in amount and that no security had been given therefor, though the complainants reside out of the limits of this district, to wit, in the district of New York; ordered that the complainants shew cause to morrow morning at 10 o'clock, why they should not file a bond for ample and satisfactory security for costs in this matter, and in default thereof, within three days, why their bill of complaint should not be dismissed, and also why the said defendants should not be excused from making any further appearance herein or of pleading to said bill until such security be given.

Marshal's Return on two copies of the above.

Served copy of the within rule on Randall Hunt, Esq., in person, December 13th, 1836, at nine o'clock A. M. and copy of the same on Chinn, Esq., by leaving the same at his office at the same hour with a white person.

Signed J. H. HOLLAND,
Marshal.

And afterwards, on the 13th day of December 1836, the following entry was made of record, to wit:

W. W. WHITNEY and wife, }
vs. } No. 3823.
RELF, CHEW et als. }

The rule taken yesterday and made returnable to day in this case, was, on motion of L. C. Duncan, Esq., and by consent of com-

plainants' attorney, continued until Monday next 19th inst., at 10 o'clock A. M.

And afterwards, on the 19th day of December 1836, the following entry was made of record, to wit:

W. W. WHITNEY and wife,
vs.
RELF, CHEW et als. } No. 3823.

On motion of L. C. Duncan, Esq., and no counsel appearing on behalf of complainants, ordered that the complainants have further time, to wit, till Monday next 26th inst., at 10 o'clock A. M. to show cause, under the rule taken in this cause on the 12th instant.

Marshal's Return on the copy of the above.

Served copy of the within on the within named W. W. Whitney, December 21st, 1836.

Signed J. H. HOLLAND,
Marshal.

And on same day, the following copy of rule was issued from the clerk's office, addressed to W. W. Whitney, to wit:

W. W. WHITNEY and wife,
vs.
RICHARD RELF and others.

Monday 12th December, 1836. Present Hon. S. H. Harper.

On motion of L. C. Duncan of counsel for Richard Relf and Beverly Chew, two of the defendants herein, and in behalf of J. Slidell, P. A. Rost, D. Seghers, J. T. Preston, J. J. Mercier, J. R. Sterrett, H. Lockett, R. M. Shepard, of counsel for sundry other of the defendants, also in behalf of the clerk and marshal of this court, and on suggesting that the probable costs in this case would be very large in amount and that no security had been given therefore, though the complainants reside out of the limits of this district, to wit, in the district of New York; ordered that the complainants shew cause, to morrow morning at 10 o'clock, why they should not file a bond for ample and satisfactory security for costs in this matter, and in default thereof within three days, why their bill of complaint should not be dismissed, and also, why the said defendants should not be excused from making any further appearance herein or of pleading to said bill until such security be given.

CLERK'S OFFICE, *United States Court*.

New Orleans, December 19th 1836. — I do hereby certify the foregoing to be a true and correct copy of the original on record in this office.

[L. s.] Signed T. W. COLLENS,
Dy. Clerk.

Marshal's Return.

Served copy of the within rule on W. W. Whitney, December 21st, 1836.

Signed J. H. HOLLAND,
Marshal.

And afterwards, on the 26th day of December 1836, the following entry was made of record, to wit:

W. W. WHITNEY and wife,
vs.
CHEW, RELF et als. } No. 3823.

The rule heretofore taken in this case and fixed for hearing on to day, was argued by counsel, whereupon it was ordered by the court, that good and sufficient security be given by the complainant to the satisfaction of the clerk and marshal for all the costs which may be incurred in this case.

And afterwards, to wit, on the 31st day of December 1836, the aforesaid W. W. Whitney one of the complainants, and one Thomas B. Harper executed an obligation, in the words and figures following:

I, Thomas B. Harper, will be security for the complainants in this case for all the legal costs which may be incurred therein either in the prosecution or defence, and now bind myself jointly and severally with the complainants in the above bill named, to the clerk and marshal of the United States district court, eastern district of Louisiana, to pay said costs according to law and the practice of said court.

Witness our hands and seals this 31st December, 1836, at New Orleans.

Signed THO. B. HARPER. [L. s.]
Signed WM. WALLACE WITNEY. [L. s.]
Witness, Signed T. W. COLLENS.

And afterwards, to wit, on the second day of January, 1837, the following entry was made of record, to wit:

W. W. WHITNEY
vs.
CHEW, RELF, *et als.* } No. 3823.

On motion of R. H. Chinn, Esq., of counsel for the complainant in this case, ordered that commissions issue, directed to the American consul at Matansas, the mayor of the city of Philadelphia, the mayor of the city of Washington, the American consul at Paris, and to Gaillavit, a justice of the peace in Hancock county, Mississippi, and to any justices of the peace of the State of Louisiana, for the taking of the depositions of J. D. D. Belleehasse, Harriet Smith, John Sibley, Samuel B. Davis, Chevalier De la Croix, Mrs. Despeau, Mrs. Caillavit, and Mrs. Eliza Clarke.

And afterwards, to wit, on the 4th day of February, 1837, the following justification of George Merrick, was filed in the clerk's office, to wit:

UNITED STATES DISTRICT COURT,
Eastern District of Louisiana.

W. W. WHITNEY and WIFE,
vs.
CHEW and RELF, *et als.* } No. 3823.

Into said court comes George Merrick, and justifying himself as security for the costs of the plaintiffs or defendants which they may hereafter incur, (which he binds himself to pay) being solemnly sworn on the holy Evangelist of Almighty God deposeth, that after the payment of all his debts, he is worth the sum of ten thousand dollars cash, or current money of these United States of America.

Signed GEORGE MERRICK.

Sworn to and subscribed before me, this 4th of February, 1837.
Signed DUNCAN N. HENNEN,
Clerk.

And afterwards, to wit, on the 6th day of February, 1837, the complainants came into court, by their attorneys, and filed the following interrogatories, to wit:

In the District Court of the United Staes,
For the Eastern District of the State of Louisiana.

William W. Whitney and Myra C. Whitney, Complainants,
against
Richard Relf, Beverly Chew and others, defendants.
} In Chancery.

Interrogatories to be propounded on behalf of the complainants, to John Siblee, Madame Caillavit, Madame Despeau, and Mrs. Eliza Clark:

1st. Were you or not acquainted with the late Daniel Clark of New Orleans?

2d. Was the said Daniel Clark ever married; if so, when and to whom, and was there any issue of said marriage; if so, who? State all you may know, or have heard from said Clark upon this subject.

3d. Were you acquainted with a man in New Orleans by the name of Desgranges, if so, when and where have you known him; was he or not married when he first came to New Orleans, and did he or not so continue until after he finally left it? State all you may know or have heard touching this subject.

4th. If you know any thing further material to the complainants in this controversy, state it.

Signed GRYMES, CHINN, &c.,
For Complainants.

And on same day, the complainants came into court, by their said attorneys, and filed the following interrogatories, to wit:

In the District Court of the United States,
For the Eastern District of the State of Louisiana.

William W. Whitney and Myra C. Whitney, complainants,
against
Richard Relf, Beverly Chew and others, defendants.
} In Chancery.

Interrogatories to be propounded on behalf of the complainants to Joseph Deville Degontin Belleehasse, Mrs. Harriet Smith, Samuel B. Davis, Mrs. Eliza Clark, and Chevalier De la Croix:

1st. Were you or not acquainted with the late Daniel Clarke of New Orleans?

2d. Where you or not at any times upon terms of intimacy with him, and did you or not enjoy his confidence.

3d. Do you know or not whether the said Clark, at the time of his death, left any child living? if so, state who that child is—how

you derived your information or knowledge upon the subject, and particularly all that you may have heard the said Clark relate touching that matter, and his conduct towards, and treatment of said child.

4th. Do you know whether the said Clark, at any time during his life, made any provision for said child? if so, state particularly all you may know upon that subject.

5th. If you have any information or knowledge touching a will of said Clark made about May, 1811, relate all you may know of the said will, and the circumstances under which it was made, and whether or not the said Clark did not thereafter express his determination to make another will? State all you may have heard him say upon that subject.

6th. Did or not the said Clark make a last will and testament about the year 1813? State all you may know touching that matter, or what you may have heard from him relative thereto, and the contents of the will as far as you can recollect.

7th. If you know any thing further material to the controversy herein, and of interest to the complainants or defendants, relate it.

Signed GRYMES, CHINN &c.,
For Complainants.

Order for alias Subpœna in Equity.

WHITNEY and WIFE
vs.
RELF and others.

Issue alias subpœna in chancery against ——— Toledano, to be served on Raphael Toledano, Louis Desdunes, fils, Mr. Wright, Marie Louise, Philip Minor, Jean Barabino, Augustus Pepee, M. Binge, to be served on John W. Bingey; their names should be incorporated in one citation.

Signed GRYMES snd CHINN,
For Complainants.

And afterwards, on the seventh day of February, 1837, the following alias subpœna in equity issued from the clerk's office, to wit:

The President of the United States of America to the Marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to subpœna in equity as heretofore, ——— Toledano, Louis Desdunes, fils, Mr. Wright, Marie Louise, Philip Minor, Jean Barrabino, Augustus Pepie and M. Binge, so that they be and appear at the district court of the United States, for the eastern district of Louisiana, to be holden in the city of New Orleans, on the third Monday of February, 1837, to answer to the

complaint of W. W. Whitney and wife, and that they do file their defence or answer with the clerk of said court on or before the same, or judgment will be given against them by default, and have you then and there this writ.

Witness the honorable Samuel H. Harper, judge of the said court, at the city of New Orleans, this seventh day of [L. s.] February, 1837, and 61st year of the Independence of the United States.

Signed T. W. COLLENS,
Deputy Clerk.

Le President des Etats Unis d'Amerique au Marchal du Distriét Oriental de la Louisiane, ou à Sou depute dument autorise, salut:

Vous êtes commande de cites en equite de nouveau —— Toledano, Louis Desdunes fils, Mr. Wright, Marie Louise, Philip Minor, Jean Barabino, Augustus Pepie et M. Binge, pour qes'ils ou elles areuta a comparaitre it à la Cour de district des Etats Unis, pour le district oriental de la Louisiane, qui sieger dorus la ville de la Nouvelle Orleans, le troisième Lunda de Fevrier, 1837, à l'effet de répondre à la plainte de W. W. Whitney et femme et d'y remettre reponse ou defense, au greffeer de la dite cour avant ou le même jour; faute de quoie jugement par defaut sera rendu contre eux et vous ferez votre rapport de cet ordre.

TEMOIN.

Temoin l'Honorable Samuel H. Harper, juge de la dite cour, a la ville de la Nouvelle Orleans ce 7eme jour de Ferier 1837, et l'annee de l'Independance des Etats Unis la 61eme.

Signé. T. W. COLLINS,
Dy. Greffier.

Marshal's Return.

Served copy of the within subpœna, and copy of plaintiff's bill in equity on Raphael Toledano, John Washington Bingey, J. B. Desdunes fils, February 7th, 1837, by leaving the same at their respective domicils in the city of New Orleans, with free persons above the age of 14 years. J. Barabino, Marie Louise, Mr. Wright, Augustus Pepie and Philip Minor could not be found. Returned 3d Monday in February, 1837.

Signed, J. H. HOLLAND,
Marshal.

And afterwards, to wit, on the 20th day of February, 1837, the defendants hereinafter named came into court and filed the following prayer for oyer, to wit:

W. W. Whitney et Ux.
vs.
Richard Chew, Relf et als. } In Equity.

In the District Court of the United States,
In and for the Eastern District of Louisiana.

Of the respondents in the above entitled bill, Richard Relf and Beverly Chew, by L. C. Duncan, their solicitor; Francois H. Petitpain, Claude Riene Samory, Louis Lalande Ferrier, by their solicitor, J. Seghers; Maria Holiday, Dusuau de la Croix, by their solicitor, P. A. Rost; The Mayor, Aldermen and Inhabitants of New Orleans; Soniat Dufossat and Louis Desdunes, by their solicitor, J. J. Mercier; James H. Field, by his solicitor, H. Lockett; Widow Joubert and Luke Vigneau, Charles Patterson, Mr. Calloway, Ramon Masana, Manuel Marquez, Charles Fonde, Belfine Berdule, Antoine Piernas, John Matthew, by their solicitor, J. T. Preston; John Minturn, George Kenner and Duncan Kenner, by their solicitor, J. Slidell; James Hopkins, by his solicitor, J. R. Sterrett; P. O. Sorbe, Rene Le Monier, by their solicitor, R. M. Shepherd.

The said Francois H. Petitpain, Claude Riene Samory, Louis Lalande Ferier, Dusuau de la Croix, Soniat Dufossat, Louis Desdunes, Widow Joubert, Belfine Berdule, Antoine Piernas, P. O. Sorbe and Rene Lemonier come and say that French is the mother tongue of each of them, and each of them for himself requires before he pleads, answers or demurs to the said bill, that a copy of the same be served on him in his maternal language.

And all of the abovenamed respondents here appearing separately by their respective solicitors, crave oyer of all the supposed plans, acts of sale, certificates of survey, documents purporting to be inventories, schedules, wills and probate of wills, mentioned in the bill of complaint exhibited against them herein, a printed copy of which they hereto annex. And if it be not possible for said complainants to afford these respondents oyer of the originals of said supposed instruments, they then pray that duly certified copies of the same according to the laws of the State of Louisiana, may, by order of this honorable court, to said complainants be filed herein and served on these respondents, that they may be enabled to take proper cognizance thereof. Particularly and especially do these defendants crave oyer of the documents, writings and instruments described in the said annexed printed instrument, and marked and numbered therein as follows, to wit:

I. The plan mentioned in the third article on the first page of the said printed bill.

II. The act of sale mentioned in the fourth article on the first page of said printed bill.

III. The act of sale mentioned in the fifth article on the first page of said printed bill.

IV. The act of sale mentioned in the sixth article on the first page of said printed bill.

V. The plan mentioned in the seventh article on the first page of said printed bill.

VI. The plan mentioned in the eighth article on the first page of said printed bill.

VII. The plan mentioned in the ninth article on the first page of said printed bill.

VIII. The plan mentioned in the tenth article on the second page of said printed bill.

IX. The act mentioned in the eleventh article on the second page of said printed bill.

X. The act of sale mentioned in the twelfth article on the second page of said printed bill.

XI. The two acts and judgment of court, including the entire transcript of the record of the case in which said judgment was rendered, mentioned in the fourteenth article on the second page of said printed bill.

XII. The certificate and plan or map of survey mentioned in the sixteenth article on the second page of said printed bill.

XIII. The certificate and plan of survey mentioned in the seventeenth article of the second page of said printed bill.

XIV. The plan and certificate mentioned in the eighteenth article of the second page of said printed bill.

XV. The plan and certificate mentioned in the nineteenth article of the second page of said printed bill.

XVI. The certificate mentioned in the twentieth article of the second page of said printed bill.

XVII. The plan or map and certificate of survey mentioned in the twenty-first article of the second page of said printed bill.

XVII. The plan or map and certificate of survey mentioned in the twenty-second article of the second page of said printed bill.

XIX. The inventory of Daniel Clark's succession, mentioned in the first article on the third page of said printed bill, as being deposited in the probate court of New Orleans.

XX. The act mentioned on the third page of said printed bill, as the first of a series of debts, to wit: an act of sale from said Daniel Clark to Lenon Cavelier and Louis De Feriet, by act before Peter Pedesclaux, dated January 20th, 1812.

XXI. The act mentioned on the third page of said printed bill, as the third of a series of debts, to wit: an act of sale or mortgage before Peter Pedesclaux, dated 16th March, 1812.

XXII. The schedule of debts and property made and filed in the probate court, as described in the paragraph immediately succeeding the fourth series of enumerated debts, on the third page of said printed bill.

XXIII. The will of Daniel Clark, admitted to probate in the probate court for the parish and city of New Orleans as described in the sixteenth line of the fifth page of said printed bill, together

with a complete transcript of all the proceedings had in said probate court, in the matter of the estate of the said Daniel Clark.

Signed.

L. C. DUNCAN,
JOHN SLIDELL,
H. LOCKETT,
J. J. MERCIER,
J. R. STERRETT,
ISAAC T. PRESTON,
JULIAN SEGHERS,
P. A. ROST,
R. M. SHEPARD.

And afterwards, on the 21st day of February, 1837, John W. Bingey, one of the defendants, came into court by ——— Buchanan, Esq., his solicitor, and filed the following demurer, to wit:

In Equity.—Before the Hon. S. H. Harper.

To the Honorable District Court of the United States in and for the Eastern District of Louisiana, the several plea of George Washington Bingey, one of the defendants, to the bill of complaint of William Wallace Whitney and Myra Clark Whitney, his wife, humbly shews:

The said defendant, by protestation, not confessing or acknowledging all or any of the matters or things alleged and set forth as true in the said bill of complaint, for plea thereunto, that the complainants in their said bill of complaint, call this defendant by the name of M. Binge, whereas this defendant avers that his name is John Washington Bingey, and that he, this defendant, was always known by the name of John Washington Bingey, and that this defendant always signed his name John Washington Bingey, to the best of this defendant's knowledge, remembrance and belief; therefore this defendant pleads this said misnomer in bar of any further discovery and relief prayed for by the said bill and humbly claims the benefit thereof. And further, this defendant demurs to so much of the said bill of complaint, as seeks to have a will of Daniel Clark, deceased, in the said bill named, established against this defendant by the decree of this honorable court, and also to so much of the said bill of complaint as seeks to have the complainant, Myra Clark Whitney, recognized and decreed by this honorable court to be the devisee and heir at law of the said Daniel Clark; and for cause of demurrer doth show that it appears by said complainants' own shewing in the said bill that the said complainants have not any equity or title, whereon such decree can be grounded or made against this defendant, and the validity of the said will and the heirship of the complainant, Myra Clark Whitney, are matters properly triable at law; that the recognition of the said

Myra Clark Whitney as heir at law of the said Daniel Clark, dec., should be sought in the court of probates of the parish and city of New Orleans, which is alone competent to decree such recognition; wherefore, and for divers other errors and imperfections appearing in said bill, this defendant demurs to so much and such parts of said bill as aforesaid, and humbly prays the judgment of this hon. court whether he shall be compelled to make any answer to such parts of said bill as are demurred unto. And as to the residue of such bill, the defendant saving and reserving to himself all benefit and advantage of exception, to the imperfections and insufficiences thereof, answers and says, that he denies thai the said Daniel Clark made a will in 1813, as set forth in the said bill of complaint, or that he the said Clark revoked his will made in 1811, which was admitted to proof and execution in the court of probates of New Orleans, or that the said Daniel Clark was ever married to Zuline Nee Carriere, or that the complainant Myra Clark Whitney is the issue of such marriage or the daughter of Daniel Clark, or that he, the said Daniel Clark, recognized her, the said Myra Clark Whitney, as his daughter, and that her legitimacy was ever legally recognized, or that this defendant possesses or holds as owner any property heretofore held or possessed by Daniel Clark as owner, by a good and valid title to the property, or that the said Daniel Clark had a good and valid title to the property described in the said bill of complaint, and avers that if said Clark ever had such title, the same has been legally divested, and denies that he is bound or liable to the complainants or either of them in any manner or form whatsoever.

And whereas the complainants in the said bill of complaint have charged fraud and combination among the defendants, this defendant doth further specially plead and answer, that he has not, nor is he privy to any fraud, combination or illegal practice in and concerning the premises, and denies expressly that the complainants have ever made any amicable demand of this defendant before suit brought, and avers that the various reasons or pretexts which are set forth at length in said bill of complaint as having been used at divers times and by sundry of the defendants for evading or defeating the claims of the complainants in the premises, were never alleged or made use of by this defendant, inasmuch as he, this defendant, has never to his knowledge seen or conversed with either of the complainants, or with any agent, attorney or solicitor, acting or speaking in their behalf.

Wherefore this defendant prays to be hence dismissed with costs, and as in duty, &c.

Signed. BUCHANON,
Solicitor of Defendant.

Rules in Chancery.

February 6th, 1837.

W. W. Whitney and wife,
vs.
Relf, Chew et als. } 3823.

Interrogatories filed by complainants for witnesses.

February 20th, 1837.

W. W. Whitney et Ux.
vs.
Richard Relf & others. } No. 3823.

Prayer for copies of bill in French, and prayer for oyer of various documents filed this day by defendant.

February 21st, 1837.

W. W. Whitney et Ux.
vs.
Richard Relf and others. } 3823.

Pleas and demurrer of John W. Bingey.

And afterwards to wit, on the 6th day of March, 1837, the following entries were made on the chancery docket of this court, to wit:

W. W. Whitney and wife,
vs.
Richard Relf, and others. } 3823.

Bill taken for confessed by complainant against Richard Relf, Beverly Chew, George Kenner, Sarah M. Alexander, Widow P. Mitchell, Charles Patterson, Virginia Duplantier, Mrs. West, Thos. D. Hailes, J. H. Field, Francis Xavier Martin, F. H. Petitpain, Mrs. Widow Jaubert, B. Doyle, Belefine Berdoule, Claude Gauchinette, Etienne Cusin, Jane McCrea, John Matthieu, John Minturn, Charles Fonde, J. B. Barker, John Holliday, Soniat Dufossat, Francis Pascalis Labarre, Charles Edwards, L. Fortier, Gabriel Winter, Mr. Holliday, Herbert Fortier.

W. W. Whitney and Wife
vs.
Richard Relf and others. } 3823.

Copies of interrogatories filed by complainants taken out by them.

And afterwards, to wit, on the 9th day of March, 1837, the defendants came into court, by their attorneys, and filed the following cross-interrogatories, to wit:

No. 3823.

IN THE DISTRICT COURT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

WILLIAM W. WHITNEY and MYRA CLARK WHITNEY, *against* RICHARD RELF, BEVERLY CHEW, and others. } In Equity.

Cross interrogatories to the interrogatories filed by the complainants on the sixth of February, 1837, and by them propounded in their behalf to John Siblie, Madame Caillavit, Madame Dupau, and Mrs. Eliza Clark.

The commissioner who may receive the answers to the interrogatories of the complainants, and to the following cross interrogatories, is notified that it will be required of him to certify that the said several interrogatories and cross interrogatories were answered by the deponents separately and apart from each other and from other persons; and that neither the chief or cross questions were shewn to, or read by the deponents, or to, or by either of them, and that each question, under each separate chief and cross interrogatory was answered in the order in which the several questions are propounded, and that he did not permit any deponent to see or read any succeeding interrogatory, until his answer to the preceding had been fully taken down; and especially that no communications or suggestions were made in the presence of the commissioner, or to his knowledge or belief, by any attorney or agent of either of the parties to either of the deponents; and also to certify that he carefully cautioned each witness to distinguish accurately in his answer what he or she stated from his or her personal knowledge, and what from hearsay, and let it so be written down in the answers, what is of personal knowledge and what of hearsay.

The complainants are notified that all legal exceptions are reserved to each one of their interrogatories, and especially do the respondents in propounding these cross-interrogatories reserve to themselves the right to demur, plead, or answer hereafter as they shall be advised, and at all times to declare and shew that this honorable court hath not either in equity or at law any jurisdiction of the matter of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession

of Daniel Clarke, the pretended ancestor of the complainant Myra, the same being a court where a plain, adequate, and complete remedy may be had at law by the complainants for any and all their supposed claims against the succession of the said Daniel Clarke, and full redress for their many grievances set forth in their said bill of complaint; protesting, therefore, against this proceeding, and not intending to waive any right or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, surprise, or fraud, and wishing to advertise the complainants of the purposes of such of the respondents only as sign those cross interrogatories, said respondents here acting in his, her, and their own behalf only, and each one acting for himself or herself separately, propound the following

Cross Interrogatories.

1st. Will you and each one of you, answering any interrogatory of the complainants, state your name, age, employment, and present residence, and if a married woman, state your maiden name, and if married more than once, state the names of your husbands, and by whom and when and where you were married, and where you resided during each year from 1800 to 1814?

2nd. If you answer the first interrogatory in chief affirmatively, state how that acquaintance originated, when and where did you first see Mr. Daniel Clark? Was your acquaintance with him intimate or not? Was it ever interrupted, and if so, for what reason? Did it continue uninterrupted until the death of Mr. Clark, and if so, how long a period did it embrace? Do you say that your intimacy with Mr. Clarke was of such a nature as to enable you to become acquainted with events in his life which were not disclosed to the entire circle of his acquaintance, and if so, have you a distinct recollection of any such event or events? And state the circumstances which strengthen your memory on this point.

3d. Will you state where Mr. Clark resided when in New Orleans? Do you recollect the street and the house? Did he board or keep house? If he boarded, did he also lodge at the same house, and if so, who was the keeper of this house, and what was his or her general character? If he kept house, did he have a house-keeper, and if so, what was his or her general character? Did he reside in New Orleans during the summer months, and if not, where did he go? At what house did he stop, or whom did he visit? And state what you know of the people whom he visited, and his own standing in society.

4th. If in answering the second interrogatory, you say that Mr. Daniel Clark was ever married, state when, where, and to whom, by what priest, clergyman, or magistrate, and who were the witnesses present? Were you among the witnesses? What other witnesses were present with you? Did you ever see the lady

whom you say Mr. Clark married, and if so, what was her personal appearance, her age, and name and family? Where did she reside before the time you say she was married to Mr. Clarke? How long did you know her before that time, or were you unacquainted with her until then? Did not Mr. Clark introduce her to you? State particularly every thing you know in regard to the connection of Mr. Clark with the lady whom you call his wife, and state if she was ever married before or after the time you say she was married to Mr. Clarke, if so, when, where, and to whom? Or was she married at that time, if so, to whom?

5th. Did you ever know that there was any issue of said supposed marriage, if so, who told you? State your means of knowing any thing about this circumstance. What was the name, age, sex, and the time of the birth of the child whose father you say was Mr. Clarke? Do you know who nursed and reared this child, and if so, who was the nurse? State, if you please, if you saw the mother shortly after this child was born, and if so, where was she? Did she reside then at the house of Mr. Clarke, and if not, why not, and where did she reside? Did Mr. Clark live with her at this time, and were they known generally to the neighbors as man and wife?

6th. Was this supposed marriage of Mr. Clarke's (if you say he ever was married) public or private, if public, did Mr. Clarke introduce his wife to his friends and acquaintances in New Orleans? And if she was not so introduced, state why she was not. Or was his marriage private, if so, why was it private, and what circumstances could or did probably induce him to keep that marriage secret from his friends and the public?

7th. Do you know Myra C. Whitney, one of the complainants in this controversy, if so, how long have you been acquainted with her? Did either of the complainants inform you by letter or otherwise that your testimony would be important to them in this suit, and if so, on what points did they wish you to be prepared?

8th. If in answering the third interrogatory, you say that you were acquainted with a man in New Orleans by the name of Desgranges, state, if you please, where and when you first became acquainted with him, in what year? Were you intimate with him, and if so, did this intimacy continue without interruption? Was he born in the city of New Orleans, and if not, where was he born, and how long did he remain in said city? What was his employment? Was he a married man, and if so, was he married in New Orleans, or where was he married? Were you present at his marriage, and if so, state when and by whom he was married? Have you ever seen his wife, and if so, what was her personal appearance and age, and what was her name prior to her marriage with Desgranges? Did you ever see Desgranges' wife and the lady whom you say Mr. Clark married in company together, if so, when, where, and how often? State particularly every thing you

know touching said Desgranges, his wife, and their connection or relation with Mr. Clarke.

9th. Did you or not ever hear Mr. Clarke acknowledge that he had any natural children in New Orleans, and particularly did you or not ever hear him acknowledge two female children, the one named Caroline and the other named Myra, and is or not that Myra one of the complainants in this case? Did you ever hear him say that he intended to leave by will money or property enough to Myra to take the stain off her birth? If you heard him use such expressions, or those of a similar character, state what you suppose he meant by taking off the stain from the birth of his own legitimate daughter?

10th. Will you state who was the mother of the complainant Myra, and did the mother nurse Myra, if not, why not? Who did nurse her? Did her mother die and leave her an infant, or was she too sick and too feeble to nurse that child? Did the mother of Myra, the complainant, nurse and raise her or not, if not, who did? Mention particularly any and all the circumstances on which you found your opinion.

11th. If you know when the complainant Myra was born, state the precise date and place, and state, if you know, by whom and where she was raised, and whose name she bore, and why she bore that name.

12th. State, if you please, what are your feelings and affections towards the complainants, whether you are related to or connected with either of them, and if you are, how and in what degree or way, and whether you have any interest in the event of this suit.

13th. Will each one of you answering any of these direct or cross interrogatories, state whether you have seen or examined, read or heard read, any one of them, or copies of them, at any time or place before you were called upon by the commissioner to answer them? If aye, state when, where, and by whom they were thus so shewn or read to or by you, and for what purpose. State also each one of you whether you have had any conversation or correspondence within the last three or four years with the complainants, or with either of them, respecting their supposed claims against the estate of the late Daniel Clark, and if you answer affirmatively, state why, when, and where such conversation or correspondence occurred, and the nature and amount of them, so far as your memory will serve you, and who was present at such conversations. If you have any letters from the complainants, or from either of them, on the matters referred to in these direct or cross interrogatories, annex them to your answers if possible, and if not possible, state why, and then if you have preserved and cannot annex them, give true extracts from them, and if that be not possible, state your recollections.

14th. What is your own maternal language? If not English, do you understand that language properly, and if you do not under-

stand English, how have you contrived to answer the foregoing chief and cross interrogatories? Who has translated them to you?

Signed L. C. DUNCAN,
For R. Relf and B. Chew.
J. J. MERCIER,
For the Mayor and Aldermen of New Orleans, Soniat Dufossat, and Louis Desdunes.
R. M. SHEPARD,
For P. O. Sorbe and Lemonier.
JOHN SLIDELL,
For John Minturn, George Kenner, and Duncan Kenner.
JULIEN SEGHERS,
For F. H. Petitpain, Claude Rene Samory, and Louis Lalande Ferrier.
P. A. ROST,
For Maria Holliday and Dusuau De la Croix.
H. LOCKETT,
For James Field.
ISAAC T. PRESTON,
For Widow Jaubert, Luke Vigneau, Charles Fonde, Belfine Berdule, Antoine Piernas, John Matthew, Ramon Masana, Manuel Morano.

WILLIAM W. WHITNEY and MYRA C. WHITNEY *against* RICHARD RELF, BEVERLY CHEW, and others. } No. 3823.

In Equity.

IN THE DISTRICT COURT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

Cross Interrogatories to the Interrogatories filed by the Complainants on the sixth of February, 1837, and by them propounded in their behalf to Joseph Deville Degoutin Bellechasse, Mrs. Harriet Smith, Samuel B. Davis, Mrs. Eliza Clark, and Chevalier de la Croix.

The commissioner who may receive the answers to the interrogatories of the complainants and to the following cross interrogatories, is notified that it will be required of him to certify that the said several interrogatories and cross interrogatories were answered by the deponents separately and apart from each other, and from other persons, and that neither the chief or cross questions were shown to or read by the deponents, or to or by either of them, and that each question under each separate chief and cross interrogatory was answered in the order in which the several questions

are propounded; and that he did not permit any deponent to see or read any succeeding interrogatory until his answer to the preceding had been fully taken down; and especially that no communications or suggestions were made in the presence of the commissioner, or to his knowledge or belief by any attorney or agent of either of the parties to either of the deponents; and also to certify that he carefully cautioned each witness to distinguish accurately in each answer what he or she stated from his or her personal knowledge, and what from hearsay, and let it so be written down in the answers, what is of personal knowledge and what from hearsay.

The complainants are notified that all legal exceptions are reserved to each one of their interrogatories, and especially do the respoundents in propounding these cross interrogatories reserve to themselves the right to demur, plead, or answer hereafter as they shall be advised, and at all times to declare and show that this honorable court has not, either in equity or at law, any jurisdiction of the matter of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clark, the pretended ancestor of the complainant Myra, the same being a court where a plain, adequate, and complete remedy may be had at law by the complainants for any and all their supposed claims against the succession of the said Daniel Clark, and full redress for their many grievances set forth in their said bill of complaint; protesting, therefore, against this proceeding, and not intending to waive any right or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, surprise, or fraud, and wishing to advertise the complainants of the purposes of such of the respondents only as sign these cross interrogatories, said respondents, here acting in his, her, and their own behalf only, and each one acting for him or herself separately, propound the following

Cross Interrogatories.

1st. Will you and each one of you, answering any interrogatory of the complainants, state your name, age, and and present residence, and where you resided during each year from 1800 to 1814, and state your employment, and mention your means of acquaintance with Mr. Daniel Clarke, formerly of New Orleans, and who is said to have died in that city in the summer of the year 1813? Mrs. Harriet Smith and Mrs. Eliza Clark, two of the witnesses proposed to be examined by the complainants, are particularly requested to state what were their names before marriage, and if they were married more than once, to state the names of their several husbands.

2d. If you say you were upon terms of intimacy with Mr. Clarke,

state, if you please, how you came to be thus intimate with him, when that intimacy commenced, under what circumstances, and in what place it commenced, and how long it continued, when it ended, and whether it was ever interrupted, and if it was, for what cause ?

3d. If you answer the third interrogatory in chief affirmatively, state the name, sex, and age of the child, and where and when the child was born. Be very particular, if you please, in stating these matters with great accuracy, and mention in detail what circumstances enable you to recollect with accuracy the matters about which you are interrogated.

4th. Was Mr. Daniel Clarke, about whom complainants interrogate you, ever married ? If you answer affirmatively, state when, where, and to whom, by what priest, clergyman, or magistrate, and who were the witnesses present. Were you among the witnesses, and if so, who was present with you ? Answer with great particularity.

5th. Did Mr. Clarke (if you say he was married) introduce his wife to his friends and acquaintances, and was she received and recognized in New Orleans as his lawful wife ? If you answer that she was not so received, state why she was not, and mention the reasons which did in your opinion induce Mr. Clarke not to introduce her into society, or was his marriage private, if so, why was it private, and what circumstances could or did induce him to keep that marriage secret from his friends and the public ?

6th. If in answering the sixth interrogatory of the complainants, you say that Mr. Clark made any provision for the child whom you are asked to state he left at his death, state what that provision was, and in what did it consist, lands, houses, lots, slaves, stocks, bonds, mortgages, or what ? State particularly, and mention the amount, and state how you happened to know all these matters ?

7th. Will you state whether you have ever had any correspondence or conversations with the complainants, or with either of them, on the subject of the pretensions of the complainant, Myra C. Whitney, to be the daughter and heiress of the estate of Mr. Daniel Clarke ? And if you have had any such correspondence, annex it to your answer, or any such conversation, state the nature of it, what was desired and what it was intimated to you it was important you should prove. Mention when you last saw the complainants, or either of them, and which of them, and whether you were not then or at some other time informed that your testimony would be wanted and required touching the matters about which you have now been interrogated.

8th. Did you or not ever hear Mr. Clarke acknowledge that he had any natural children in New Orleans, and particularly did you or not ever hear him acknowledge two female children, the one named Caroline and the other named Myra ? and is or is not that Myra one of the complainants in this case ? Did you ever him say

that he intended to leave by will money or property enough to Myra to take the stain off her birth? If you heard him use such expressions or those of a similar character, state what you suppose he meant by taking off the stain from the birth of his own legitimate daughter?

9th. Will you state who was the mother of the complainant Myra? and did the mother nurse Myra? if not, why not? who did nurse her? did her mother die and leave her an infant? or was she too sick and too feeble to nurse that child? Did the mother of Myra, the complainant, nurse and raise her or not? if not, who did? mention particularly and all the circumstances.

10th. If you know when the complainant, Myra, was born, state the precise date and place, and state, if you know, by whom and where she was raised? and whose name she bore, and why she bore that name?

11th. Was not the last will of Mr. Clarke admitted to probate in the proper tribunal at New Orleans? If you undertake to say any thing about a will, which, it is supposed, Mr. Clarke made, either in 1811, in 1813, or at any other time, state nothing but what is of your own personal knowledge, and be careful to avoid stating any thing which is of hearsay.

12th. If you state any thing about any supposed will of Mr. Clarke, or of any of its provisions, state whether you are sufficiently acquainted with the ordinances and laws of the territory of Orleans and State of Louisiana, to form a correct opinion as to the legality of the will in form and in its different provisions. Have you ever studied the laws of Louisiana? If aye, how long? if not, how can you express any opinion about them? Have you not frequently conversed with the complainants respecting the supposed provisons of a will supposed to have been made by Mr. Clarke in 1813? And if you have, may not the opinions you have expressed in your answers to the sixth interrogatory of the complainants be somewhat influenced by such conversations? And state what are your feelings and affections towards the complainants, whether you are related to or connected with either of them, and if you are, how and in what degree or way, and whether you have any interest in the event of this suit?

13th. Will you, Col. Bellechasse and Mr. Dusuau de la Croix, for yourselves personally, in addition to the foregoing interrogatories, be pleased to state whether or not some time during the year 1810, or thereabouts, or some other time between the year 1806, and the period of his death, at New Orleans, Mr. Daniel Clarke, the gentleman about whom you have now been interrogated, did or not convey to you certain lots of land situated on what is called the Bayou road, in the rear of the city of New Orleans, and if so, state as nearly as you can recollect, the number of these lots, and for what purpose Mr. Clarke conveyed them? And whether you have accomplished that purpose, and if so, where? Were not said lots in fact and in truth, conveyed to you, in trust for the complai-

nant Myra, and if they were, will you be pleased to state what motive induced Mr. Clarke to convey property in trust for his supposed legitimate daughter, the sole heiress of his estate ?

14th. Will you, Col. Bellechasse and Mr. De la Croix, state further in addition, whether or not said trusts were not confided to you for the purpose in part of being conveyed to another supposed natural child of Mr. Clarke, named Caroline. And if so, state whether or not the same has been so conveyed to said Myra and Caroline.

15th. Will you, Col. Bellechasse particularly, and in addition for yourself individually, state whether or not some time during the year 1822, and at other times, you corresponded on most friendly terms with Mr. Richard Relf, one of the respondents in this case, and whether you ever alluded to two female children named Myra and Caroline, of whom Mr. Daniel Clarke suppose himself the father; and state particularly if you recollect having used in one of those letters to Mr. Relf such expressions as the following: "Neaumoius et relativement à Mlle. Caroline, je puis dire et même jurer, que Clark avait une trop belle ame et le Cœur trop bieu placé pour avoir été capable, ayant deux enfaus qu 'il adorait, d'ou avoir voulu favouser une, eu laissant l'autre exposée ā mendier sou paiu, et et livrée aux vicissitudes qu 'entraine la misere ?" Will you now, sir, be pleased to state if you could say, and were indeed ready to swear in 1822 and at other times, that Mr. Clarke had two children whom he adored, one of them being named Caroline, how you can declare that the complainant, Myra, is the legitimate daughter, and only daughter of Mr. Daniel Clarke ? If you had occasion to change your opinions on these points, state when you so changed your mind, and what reasons induced such change. Mention the name of the persons who induced such change, and when you first knew or believed Mr. Clarke was a married man.

16th. To Mrs. Harriet Smith particularly, and in addition to the first twelve interrogatories: Will you, madam, be pleased to state whether you knew the mother of Myra, the complainant, intimately ? And if so, how long ? and whether you associated familiarly with her ? Pray mention whether you were present at the birth of Myra, and whether you saw the child frequently after her birth, and how soon thereafter ? State also whether Myra was nursed by her mother; if not, why not ? And by whom nursed and why ? And whether also Myra's mother was known and received publickly in New Orleans as the lawful wife of Mr. Daniel Clarke ? And whether you knew or believed then, that Mr. Clarke was married to Myra's mother ? If you did know of any such supposed marriage, did other persons know the fact as well as yourself ? If so, who ? Mention the names of all persons whom you may recollect knew these matters as well as yourself; state all circumstances with great particularity.

17th. To all the witnesses: Will each one of you, answering any of these direct or cross interrogatories, state whether you have

seen, examined, read or heard read, any one of them, or copies of them, at any time or place, before you were called upon by the commissioner to answer them? If aye, state where, when and by whom they were thus so shown or read to or by you, and for what purpose? State also, each one of you, whether you have had any conversation or correspondence within the last three or four years, with the complainants, or with either of them, respecting their supposed claim against the estate of the late Daniel Clarke, and if you answer affirmatively, state why, when and where, such conversation or correspondence occurred, and the nature and amount of them so far as your memory will serve you; and who was present at such conversations. If you have any letters from the complainant or from either of them, on the matters referred to in these direct and cross interrogatories, annex them to your answers if possible; and if not possible, state why? And then, if you have preserved and cannot annex them, give true extracts from them, and if that be not possible, state your recollections.

18th. What is your own maternal language? If not English, do you understand that language perfectly, and if you do not understand English, how have you contrived to answer these chief and cross interrogatories? Who has translated them to you?

Signed,

L. C. DUNCAN,
For Richard Relf and Bev. Chew.
J. J. MERCIER,
For the Mayor and Aldermen of New Orleans, Soniat Dufossat and Louis Desdunes.
R. M. SHEPARD,
For P. O. Sorbe and Rene Lemonier.
P. A. ROST,
For Maria Holliday and Dusuau de la Croix.
H. LOCKETT,
For James Field.
ISAAC T. PRESTON,
For Widow Jaubert, and Luke Vigneau, Charles Patterson, Mr. Calloway, Charles Fonde, Belfine Berdule, Antoine Piernas, and John Matthew, Ramon Masana, Manuel Marquez.
JOHN SLIDELL,
For John Minturn, George Kenner and Duncan Kenner.
JULIEN SEGHERS,
For F. H. Petitpain, Claude Reine Samory and Louis Lalande Ferrier.

And on same day, to wit, the 9th day of March, 1837, the following two entries were made of record, to wit:

W. W. WHITNEY AND WIFE,
vs.
RICHARD RELF, et als. } 3823.

In this case, having maturely considered the prayer for oyer, and for copies of bill in French, the court this day delivered its written opinion thereon, whereby it is ordered, adjudged and decreed, that the application for oyer of documents and for copies of the bill of complaint in the manner prayed for be granted; and further, that all future proceedings in this case, shall be in conformity with the existing practice of this court.

W. W. WHITNEY & WIFE,
vs.
RICHARD RELF, et als. } 3823.

In this case, on motion of L. C. Duncan, Esq. on behalf of the defendants, and Robinson, Esq. consenting to take notice of the same, ordered that the complainants shew cause on Saturday next, at 10 o'clock, A. M. why the following should not be entered in this case, to wit: William Wallace Whitney and Myra C. Whitney against Richard Relf and Beverly Chew and others.

On motion of L. C. Duncan, Esq. of counsel for Richard Relf and Beverly Chew, two of the respondents, and showing to the court that on Monday the 20th day of February last, that being the first day of this present term, he had on behalf of said Relf and Chew filed a prayer for oyer of sundry documents, and claimed to be dispensed from answering the bill of complainants herein until the same should be granted; and also, that other of the respondents particularly named in said prayer for oyer had united therein, and had asked besides for a copy of said bill of complainants in the French language, all of which will more fully and at large appear by reference thereto; and on further shewing of said counsel, that whilst said respondents were waiting for the decree of this court upon the said payer for oyer, they being ready to answer the bill of complainants if they should be so ordered by this court, they the said complainants had on Monday the 6th inst. proceeded to take their said bill for confessed, and had so caused the same to be entered on the rule book kept by the clerk of this court. It is now considered and ordered by the court, that the said rules (so taken against such of the respondents as had united in the said prayer for oyer), for a confession of the said bill of complainants, be recinded, the same having been erroneously entered in the rule book while an application was pending before the court on behalf of said respondents, and then yet undecided, whether they should answer, it being apparent to the court that no contempt of its authority was intended by the respondents, nor any intention entertained to permit said bill of the complainants to be taken for confessed, but on the contrary to plead to the same if thereto ordered.

And on same day, to wit, the 9th day of March, 1837, the following written opinion of the court was filed in the clerk's office, to wit:

WHITNEY & WIFE,
vs.
RICHARD RELF & OTHERS.

This suit has been commenced by a bill in equity, and before answering, the defendants crave oyer of certain documents referred to in the bill, and also demand that a copy of it be served on such of them whose mother tongue is French, in the French language in conformity with the rules of practice of the State courts and adopted by this court. This application is resisted by the plaintiffs, on the ground, that by the rules of practice, for the government of courts of equity, the defendants are not entitled to oyer nor to a copy of the bill, unless they choose to take copies from the clerk's office, and it is insisted that the Supreme Court of the U. S. has decided that the practice of the high court of chancery in England, shall govern this court in its proceedings in equity suits. Thus the question is again brought before this court for decision. In the case of Edward Livingston vs. Benjamin Story, reported in 9th Peters, the Sup. Court say at the commencement of this opinion that the argument addressed to them was confined principally to the general question, whether the district court of the U. S. in La. has equity powers. Now, that never was questioned here, and ought not to be doubted any where. It is not the equity power existing in this court which is denied, but that that power should alone be exercised according to the mode of proceeding established by law in the State courts of Louisiana by the act of Congress of the 26th May, 1824, and not by the rules of the high court of chancery in England, or by any system prescribed in the common law States of this Union; in the concluding part of the opinion delivered in the above case, it is said: "If there be no law or rules of proceeding in La. applicable to suits in equity, the U. S. court here must proceed according to the principles, rules and usages of the circuit courts of the United States as regulated and prescribed for the circuit courts of the other States of the Union." Hence it would seem to follow, that if our laws and practice afford equitable relief, then they are to govern in the decision of equity suits. The civil law being the acknowledged law of Louisiana, it follows that our entire system is one of equity. It was from the civil law that England derived her system of chancery courts; but while she borrowed only that part of the civil law, we recognise the whole code. It is true when she adopted the principles of equity from the civil law, she adopted at the same time an artificial set of rules of her own, for the purpose of carrying these principles into effect in her courts of justice, while we, in Louisiana, not only recognise those principles of equity, but preserve the civil law mode of carrying

them into effect in our courts of justice. The difference then is, that the two countries pursued a different practice in attaining the same end. But this is an important difference, as I shall presently shew, I think wrong deductions are made on this subject from a wrong application of technical terms. For example, it is said that we have no courts of equity in this State. This is true in the sense the words "courts of equity" are understood in common law countries. In those countries they have two distinct systems of jurisprudence—one of common law and one of equity. In this State we have but one system. The same judge administers both law and equity in the same case, between the same parties, if the case require it, and he is expressly so required by the 21st article of the civil code of La. Is not that a court of equity, altho' not so styled *eonomini*? So again we hear the phrase "suit at law;" that expression as used in England, and in the common law States of the Union is understood to be a suit to be tried according to the principles of the common law, as contra distinguished from a suit in equity. In this State no distinction is made in the names of suits; if the written law of the land gives complete redress, the case is governed by it, if not, or if the law is silent, the judge exercises his equity powers; and I defy any one who will attentively examine the laws of Louisiana as they now exist, to point out a single case in which any equity right, secured by the chancery system in England, is withheld from the suitor in our courts; the mode of redress is different, but not the principle. I say any one who will examine our laws, for reference is not to be made to any particular law, but to the whole system of jurisprudence, including the decisions of the courts, the 16th section of the judiciary act, prohibits the institution of a suit in equity, where plain and adequate redress can be had at law. If then the laws of La. afford a complete redress in all cases, no suit in equity, technically so called, ought to be instituted. It is not true, as seems to have been asserted at the bar of the Supreme Court, that no equitable claims or rights recognised in La. The principal subjects which are said to be exclusively within the chancery jurisdiction are the following, viz:—Accident and mistake—account—fraud—infants—specific performance of agreements and trusts. Now all these matters are amply provided for by our laws, and are continually adjudicated, as the books of reports shew. It is true the following technical terms employed in chancery practice are unknown in our courts, viz: Bill of interpleader—bill to perpetuate testimony—bill of discovery—bill of reviver—cross bill—bill of review, &c. But all the matters contemplated by these bills are brought before our courts by simple petitions, suited to the exigency of the case. For instance, if the rights of a third party be jeopardized in a suit between others, he is permitted to file a petition of intervention, which corresponds with a bill of interpleader, and also to that of a cross bill. The right to perpetuate testimony of witnesses is secured by an act of Congress. By our law, either party to a suit can compel his adver-

sary to answer on oath all pertinent interrogatories by a simple application to the court to that effect without the formality and expense of exhibiting a "bill of discovery." The object of a "bill of reviver" is to revive suits that have abated by the death of a party—to revive a suit in that condition, nothing more is necessary according to our practice, than to suggest the death to the court, and on application it is a matter of course to order the representatives of the deceased party to be brought into court. Bills of review are founded on some error appearing in the body of the record, or on new matter discovered since the decree made; relief within such cases may be given by entertaining a simple motion for a rehearing of the cause.

With respect to suits by or against infants, or minors, our laws are very ample; they require, for ordinary purposes, that every minor shall have a tutor or curator appointed in some one of the modes prescribed by the civil code; and in extraordinary cases, the courts are authorised to appoint a curator *ad hoc* to aid them in their suits, which answers to the chancery practice of appearing by a *prochain ami* or next friend. As it regards the enforcement of specific agreements, the records of our courts shew it to be of daily occurrence. Trusts are also the peculiar case of our laws, as concerns lunatics; every provision is made, both for the ascertainment of the fact of lunacy and for the care of their persons and estates, which will fully appear from the civil code on the subject of interdiction. If, then, both by our laws and practice, every conceivable case in equity is provided for, without regard to a childish distinction of the names and process, I would like to be informed by what right a suitor presents in this court a bill in equity, technically so called, when the act of Congress expressly declares that no such suit shall be instituted, when there is a plain and adequate remedy at law. The remedies at common law in England, are prescribed by inflexible rules, and so are the remedies in chancery. Blackstone says in chapter 27 of the 3rd vol.—"The system of our equity courts is a labored, connected system, governed by established rules, and bound down by precedents from which they do not depart, altho' the reason of some of them may perhaps be liable to objection." Not so with us—rules and precedents must give way to reason and natural justice.

When equity in the true sense of the word, can be administered in this court under the present practice in every case, why should a foreign system be introduced, merely to preserve as it is said a uniformity of practice throughout the Union; that cannot be effected without also imposing on us the rules of the common law, but the Supreme Court have said, that the words "all civil causes" used in the act of 1824, embrace actions both of law and equity, and they have decided that under the provisions of that act the civil, and not the common law practice shall prevail in Louisiana. Now it is difficult to perceive why the civil law practice should not also prevail in equity suits; I have said, that the difference between the techni-

cal practice of the courts of equity, as established in common law countries and the rules of proceedings in subjects of equity in this State is very important to the citizens of Louisiana, a great proportion of the members of this bar have been educated as civilians, and know nothing of the arbitrary rules of proceeding of the high court in chancery of England, and with respect to the other members of the legal profession, who might formerly have been acquainted with that system, long residence here, and a course of practice essentially different have disqualified them as practitioners in chancery. Besides the mass of the population both by birth and education are attached to the modes of judicial proceeding which have always existed in Louisiana from its first settlement, and which they claim as their birth right. Impressed with these facts, the delegation from this State, perhaps anticipating some encroachments on the rights of the citizens in this respect procured the passage of the act of 1824, expressly declaring that all civil causes, brought before the court of the United States in this district, should be conducted according to the State practice; so watchful were they of the rights of their constituents, that four years afterwards, viz: in 1828, when Congress made a law in relation to these States of the Union, which had been adopted since the 29th of September, 1789, declaring that proceedings in these States should be according to the principles, rules and usages which belong to courts of equity, Louisiana at their instance, was expressly excepted from the operation of that law, so far as congressional legislatnre has been had on the subject, no foreign system of practice, can be imposed on this State; and until these acts of the Legislature, shall be declared unconstitutional by the competent authority, it is insisted, that this State is exempted from the onerous and (to us) odious rules of procedure with which we are threatened. A few members of this bar seem to think, that the decision of the case of Livington and Story has positively settled the question, and has fixed the chancery practice on this court; that, however is not the opinion of the majority of the bar, nor is it my opinion, if I thought so, how ever much I might regret it, I would not officially gain say it. From the following hypothetical statements made by the court in the case referred to, the question of practice seems still to be open, the court say "if as has been asserted there are no equitable claims or rights recognized in that State, nor any court of equity, nor State laws regulating the practice in equity cases, the law of 1824, does not apply to the case now before the court." And again the court says, "by the provisions of the act of 1824, the exercise of equity powers, must be conformable to the law directing the mode of proceeding in the district courts of the State, if any such exist; and if no such rules and laws applicable to the case, exist in Louisiana, then the chancery practice shall prevail." With respect to both these suppositions, I trust it has been shown, that although there is no court in Louisiana styled a court in equity, yet by leaving out the name, all the State courts are substantially courts of equity, and give relief in all

concivable cases according to their peculiar practice. It may be proper here to give a brief explanation of a circumstance which the Supreme Court have noticed, viz: that this court did not consider the act of 1824, as applying to the practice in equity, because in the caption of a set of rules, made in 1829, for the government of the United States court in the eastern district of Louisiana, in civil cases or suits at law as contradistinguished from admiralty and equity causes, and criminal prosecutions, &c. "At the time I modified the old rules of this court, and made a number of new ones in 1829, the institution of a suit in chancery had not been thought of here, and it was presumed, such an innovation on our practice never would be attempted; and in as much as the Supreme Court had in 1822, prescribed rules in equity proceedings for all the circuit courts of the United States, it would have appeared harsh to declare by a rule that they should be abrogated in this court, when their practical operation was not anticipated here; and besides no occasion had then arisen to require a critical examination of the language of the acts of 1824 and 1828, which it is now contended, repeal these rules so far as Louisiana is concerned. The decision in the case of the United States vs. Hawland, is not opposed to the construction I give to the acts of 1824 and 1828. The court there affirim that the courts of the United States possess equity powers in all the States of the Union, whether courts of equity exist in the States or not, and that the same rule of decision shall equally apply to all of them; that is to the general principles of universal equity, shall be applied to suits before those courts where the law does not afford a remedy; and that is in perfect accordance, with the article of the civil code of this State, to which reference has already been made, but if it be reiterated that the code nor any other statute of the State has created a separate court called a court of equity, although equity jurisdiction is exercised in her courts, yet that the want of the name is a fatal objection, it might as well be said, that a house is not a house, because it is called maison in French; the doctrine laid down in the case of Parsons vs. Bedford, is not denied, the Supreme Court there say, "it was not the intention of Congress to give an absolute and imperative force to the modes of proceeding in civil causes in Louisiana, to the courts of the United States, for it authorises the judge to modify them." But there it follows, that until he does modify them they form the rule of proceedings in all civil causes, which descriptive expression it is admitted is broad enough to embrace suits in equity. Entertaining these views, it is ordered that the application of the defendants for oyer of documents and for copies of the bill of complaint in the manner prayed for be granted; and further, that all future proceedings in this case shall be in conformity with the existing practice of this court.

And afterwards, to wit, on the 11th day of March, 1837, the complainants came into court by their solicitor, and filed the following bill of exception, to wit:

WHITNEY,
vs.
RELF, &c.

Be it remembered, on this day and on the trial of the rule herein, the defendants Richard Relf and Beverly Chew, Francois H. Petitpain, Claude Pierre Samory, Louis Lalande Ferrier, Maria Halliday, Dusuau De la Croix, the Mayor, Aldermen and Inhabitants of New Orleans, Du Fosset, Louis Desdunes, James H. Field, Widow Jaubert, and Luke Vigneau, Charles Patterson, Mr. Callowy, Ramon Masana, Manuel Marquez, Charles Fonde, Belfine Berdule, Antoine Piernas, John Matthew, John Minturn, George Kenner, and Duncan Kenner, James Hopkins, P. O. Sorbé, and René Lemonier, moved the court to set aside the rule taken herein at the last rule day, taking the bill for confessed, upon the grounds that a part of said defendants had not been served with a copy of the complainants bill in the French language, and that the original bill as to them had not been filed in court in the French language, and because the complainants had not filed documents referred to by his bill or copies thereof, and thereupon the court set aside the rule which the complainants had taken in the clerk's office, to which opinion of the court the complainants except and pray their exception to be signed, sealed and enrolled, which is done. The said defendants now professing, that they were then ready to answer the bill, and that the court had given them time, not yet having decided the question of oyer.

Signed SAML. H. HARPER, [L. S.]

And on the same day and previous to the filing of the above bill of exception, the following entry was made of record, to wit:

W. W. WHITNEY, and Wife,
vs.
RICHARD RELF, et als. } 3823.

The rule taken in this case on Thursday last, by L. C. Duncan, Esq., on behalf of sundry defendants in this case, came up to day for hearing before the court, when after argument, the same was ordered to be made absolute.

And afterwards, to wit, on the 1st day of May, 1837, the complainants came into court by Grymes and Chinn, Esqs., their solicitors and filed the following joinder to the demurrer of John W. Bingey, to wit:

WITNEY and wife,
vs.
RELF, et als.

IN COURT UNITED STATES,
For Eastern District of Louisiana.

And said complainants by their attorneys come and for joinder to the demurrer of the defendant John W. Bingey, herein say, they

ought not to be barred or precluded from having and maintaining their aforesaid suit herein against said defendant, because they say the matters and things in their said bill alleged are good and sufficient in law to entitle the complainants to have and maintain their aforesaid suit, and this they are ready to verify; wherefore they pray judgment, &c.

Signed GRYMES & CHINN,
For Complainants.

And on same day the two following entries were made on the chancery rule docket, to wit:

May 1, 1837.

WHITNEY, and wife,
vs.
RELF, &c.

Complainants filed joinder to demurrer of defendant Bingey, and demurrer set for hearing by complainants.

Cause set for hearing by complainants as to defendant F. X. Martin, upon bill taken for confessed.

And afterwards, to wit, on the 25th day of July, 1837, William Wallace Whitney, one of the complainants came into court in propria persona and filed the following interrogatories, to wit:

IN THE NINTH CIRCUIT OF THE UNITED STATES COURT,
For the Eastern District of Louisiana.

WILLIAM W. WHITNEY and MYRA C. WHITNEY, Complainants.
against.
RICHARD RELF, BEVERLY CHEW, and others, Defendants.
} In Chancery.

Interogatories to be propounded to Madame Bengurel and Mr. Compere.

1. Were you or were you not acquainted with the late Daniel Clarke, of New Orleans, who died in or near said city, on or about the 16th August, 1813?

2. Did you or not know at New Orleans, a man by the name of Jerome Degrange? If aye, was he a married man when he came to New Orleans, and if so, did he continue married till his departure from said city?

3. Did or did not the said Degrange contract a marriage in New Orleans, while he had a living wife elsewhere? If aye, was or was not this bigamy of the said Degrange, subsequently detected? State fully, and the name of the person in marrying whom, he was guilty of bigamy.

Signed WM. WALLACE WHITNEY, *P. P.*

IN THE NINTH CIRCUIT OF THE UNITED STATES COURT,
For the Eastern District of Louisiana.

WILLIAM W. WHITNEY, and MYRA C. WHITNEY, Complainants,
against
RICHARD RELF, BEVERLY CHEW, and others, Defendants.
} In Chancery.

Interrogatories to be propounded on behalf of the Complainants to Francois Dusuau De la Croix.

1. Please to state your name, age, and occupation.

2. Please to state whether or not, you were acquainted with the late Daniel Clarke, of New Orleans, in the State of Louisiana, who died in or near said city on or about the 16th day of August, 1813? If aye, state whether or not you were at any time, and if so, how long, upon terms of friendly intimacy with said Clark.

3. Please to state whether or not, the said Daniel Clark, left at his death any child or children, whom you had heard him acknowledge as his own? If aye, state how many, and the name or names of such child or children.

4. There is of record in the court of probates at New Orleans, a petition in the following words, to wit:

"To the honorable judge of the court of probates in New Orleans, the petition of Francis Dusuau De la Croix, of this parish, planter, respectfully sheweth: That your petitioner has strong reasons to believe, and does verily believe, that the late Daniel Clarke, has made a testament or codicil posterior to that which has been opened before your honorable court, and in the dispositions whereof he thinks to be interested. And whereas, it is to be presumed, that the double of this last will, whose existence was known by several persons, might have been deposited with any notary public of this city. Your petitioner therefore prays, that it may please your honor to order, as it is the usual practice in such cases, that every notary public of this city, appear before your honorable court within the delay of twenty-four hours, in order to certify on oath if there does or does not exist, in his office any testament or codicil or any sealed packet, deposited by the said late Daniel Clark.

And your petitioner as in duty bound will ever pray, &c.

Signed SEGERS,
Of Counsel for Plaintiff.

Francis Dusuau De la Croix, the above petitioner maketh oath that the material facts in the above petition set forth, are true to the best of knowledge and belief.

Signed DUSUAU DE LA CROIX.

Sworn before me, August 18, 1813.

Signed THOS. BEALE R. WILLS."

[REC. LXXV J. T. 1841.]—13

Please to state the names of the said several persons by whom you depose in your said petition, the existence of the said last will of the said late Daniel Clark, made posterior to the will which had been opened before the said court of probates, was known.

5. Please to state whether or not, you had strong reasons to believe and did verily believe, that the said late Daniel Clark, had made a testament posterior to that which had been opened before the said court of probates?

6. Please to state whether or not, the existence of the said last will of the said late Daniel Clark, made posterior to the will which had been opened before the said court of probates was known by several persons?

7. In a deposition given by you in the said court of probates on the 29th and 30th April, 1834, you used the following words, to wit: "After this conversation at the plantation of deponent, he, deponent called to see Clark at his house on the Bayou road, he there found him in his cabinet and had just sealed up a packet the subscription of which was as follows:" Pour être ouvert en cas de mort." Clark threw it down in presence of deponent and told him that it contained his last will, and some other papers which would be of service?"

Please to state whether or not you called to see said Clark at his house, on the Bayou road, subsequent to your conversation with him on your plantation, and whether or not you then found him in his cabinet, and whether or not he had just sealed a packet the subscription of which was as follows, "Pour être ouvert en cas de mort," and whether or not he, the said Daniel Clark, threw it down in your presence and told you that it contained his last will, and some other papers which would be of service. State also whether or not the said Daniel Clark had, prior to your said interview with him at his house on the Bayou road, held a conversation with you to the subject of making his will, and whether or not he had asked you to become in his will the tutor of his daughter Myra. Whether or not he had asked you to take charge of her education. Whether or not he had expressed the wish that she should be sent to France for her education. Answer particularly and fully.

8th. In same deposition you also depose as follows: "Clark observed to deponent, at the time he shewed him the packet which he said contained his will, that in case of his death it would be found in a small black trunk which he had there." Please to state whether or not said Clark did, at the time he showed you the packet which he said contained his will, observe to you that in case of his death, it would be found in a small black trunk which he had there. State the declaration of said Clark respecting this matter.

9th. In same deposition you also depose as follows: "That when Mr. Clark showed the deponent the sealed packet as related before, telling him that it contained his will and other papers, deponent naturally supposed it to be the will of which Mr. Clarke spoke

to him on his plantation, to wit, the one which contained the provision naming deponent executor and tutor to Myra." Please to state whether or not when said Daniel Clark shewed you the sealed packet, as related before, telling you that it contained his will and other papers, you supposed it to be the will of which Mr. Clark had spoken to you on your plantation, to wit, the one which contained the provision naming you executor and tutor to said Myra.

10th. In same deposition you also depose as follows: "Clark requested him, deponent, not to say anything about it to Relf and B. Chew. He observed also that he had named R. Relf and B. Chew as his executors in a former will, and on that account it was that he wished nothing said to R. Relf and B. Chew." Please to state whether the said Daniel Clark did or did not request you to say nothing about it to Relf and B. Chew, and did or did not said Daniel Clark at the same time observe that he had named R. Relf and B. Chew as his executors in a former will, and that on that account he wished nothing said to them about it. State particularly the declarations of said Clark respecting this matter.

11th. In a paper written by you under date 26 July, 1833, you use the following words, to wit: "dans cette entrevue que j'eus avee Mr. Clark il me dit qu'ayant fait un testament par lequel il avait nommé Mrs. Chew et Relf les exécuteurs testamentaires il désirait qu'ils ignorassent qu'il avait Changé les disposetions à cet égard." Please to state whether or not the said Daniel Clark at that or any interview with you, told you that having made a will, by which he had named Messrs. Chew and Relf his testamentary executors, he desired that they should remain ignorant that he had changed his disposition in that respect. State particularly what said Clark told you respecting this matter, and when and where.

12th. In your said deposition given in the court of probates on the 29th and 30th April, 1834, in representing a conversation which the said Daniel Clark held with you some few months before his death, you use the following words: "He then spoke of her as daughter." Please to state whether or not the said Daniel Clark did then speak of the said Myra as his daughter.

13th. In same deposition you say: "He thinks he made the request to Mr. Bellechasse and Judge Pitot." Please to state whether you think said Clark requested Mr. Bellechasse and Judge Pitot also to be his executors.

14th. Please to state whether or not the said Daniel Clark visited you on your plantation "some few months before his death," on the subject of his will; whether he then declared to you his intention of making his will, and whether he requested you to be in said will the tutor of his daughter Myra and executor; state particularly all said Clark declared to you on this subject on said occasion, and state how long was his said visit on your plantation.

15th. There is of record in the said court of probates a paper containing the following words: "Know all men by these presents, that on the seventeenth day of August, in the year of our Lord one

thousand eight hundred and thirteen, and the thirty-eighth of the Independence of the United States of America, personally appeared before me, James Pitot, judge of the court of probates, in and for the city and parish of New Orleans, Paul Lanus and Louis Sere, both residents in the city of New Orleans, who being duly sworn, agreeably to law, declare and say: That a packet, folded up as a letter, sealed with a red wafer, which I presented to them, and bearing the following subscription: "This is my olographick will, New Orleans, 20th May, 1811, Daniel Clark." That the same is the proper handwriting of him the said Daniel Clark.

Signed PAUL LANUSE,
LOUIS SERE.

Sworn to and subscribed before me, at New Orleans, August 17th, 1813.

Signed J. PITOT,
Judge.

Wherefore I, the said judge, caused the said packet to be broke open, in which was found one writing page signed Daniel Clark, and after caused the same instrument to be read in presence of the abovenamed witnesses, who did further recognize the same to be totally written by the late Daniel Clark.

Signed LOUIS SERE.
Signed PAUL LANUSE."

This paper is dated the 17th day of August, 1813, one day anterior to the date of your petition presented under oath to the said court, in which you deposed that you had strong reasons to believe, and did verily believe, that the said Daniel Clark had made a testament or codicil posterior to the one opened before the said court, the existence of which last will you deposed in same petition was known by several persons. Will you please to state whether the abovementioned packet, folded up as a letter and sealed with a red wafer, superscribed "This is my olographick will, New Orleans, 20th May, 1811, Daniel Clark," having on the inside one writing page, is the same packet which said Clark had just sealed up at the time you saw him at his house on the Bayou road in 1813, which had a superscription as follows: "Pour être Ouvert en Cas de Mort" which he told you contained his last will, and some other papers which would be of service.

16th. Please to state whether or not the said Daniel Clark had, at the time of his death, a negro man named Lubin, if aye, whether or not the said Clark reposed great confidence in Lubin, and expressed or manifested great attachment towards him.

17th. Please to state whether or not you ever told the complainants in this cause, or R. R. Keene or any one else, that the will of said Daniel Clark, that was admitted to probate in New Orleans, was not the last will of said Clark; that said Clark had made

another will as his last will, that the last made will was suppressed at or after his death, that the same was made in favor of the said Myra, the daughter of the said Daniel Clark, that at the death of the said Daniel Clark the said Lubin came to you and told you, that his master had on his death bed, directed him to deliver to you his last will, and that Richard Relf had prevented his doing so, that you therefore went to Judge Pitot, who told you that Lubin had already given him the same information. State fully all you declared to the complainants on these subjects, and state whether Lubin did or did not at or after the death of said Daniel Clark, tell you that his master had on his death-bed directed him to deliver to you his last will. State every thing Lubin declared to you.

18th. Please to state what will it was of the said Daniel Clark's which in your said petition you deposed as being his last will, and whose existence, you therein deposed, was known by several persons. State all you heard the said Clarke or any one say respecting the same. State all you know concerning the same.

19th. State your opinion of said Clark's talents, his energy and enterprize, his education and knowledge of the laws and customs of Louisiana. State when you first came to Louisiana. State also in or near what year said Clark first came to Louisiana. State whether he was well acquainted with the Spanish and French languages.

19th. Please to state whether or not you were examined as a witness on behalf of the defendants in the case of W. W. Whitney and wife, vs. Eleanor O'Bearn and others, then pending in the court of probates for the city and parish of New Orleans, said examination being made in the month of September, 1835.

Signed WM. WALLACE WHITNEY, *P. P.*

And on the same day, to wit, the 25th day of July, 1837, the following entry was made of record on the chancery docket, to wit:

July 25th, 1837.

Interrogatories to witnesses filed by Complainants in the case of W. W. Whitney and wife, vs. Richard Relf et als., No. 3823.

And afterwards, on the 10th day of August, the defendants, Richard Relf and Beverly Chew, came into court by their attorney, L. C. Duncan, and filed the following two cross-interrogatories, to wit:

IN THE NINTH CIRCUIT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

WILLIAM W. WHITNEY and MYRA C. WHITNEY, Complainants,
vs.
RICHARD RELF, BEVERLY CHEW, and others, Defendants.

Cross-interrogatories to the interrogatories filed by the complainants on the 25th July, 1837, and by them propounded in their behalf to Madame Beaugeron and Mr. Cooper.

In propounding these cross-interrogatories the respondents who now appear to cross the same, especially reserve to themselves, the right to demur, or plead, or answer hereafter as they shall be advised, and at all times to declare and shew that this honorable court has not, at law or in equity, any jurisdiction of the matter of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clark, the pretended ancestor of the complainant Myra, the same being a court where a plain, adequate, and complete remedy may be had, at law, by the complainants for any and all their supposed claims against the succession of said Daniel Clark, and full redress for their many grievances set forth in the said bill of complaint; protesting, therefore, against this proceeding, and not intending to waive any right, or to admit any claim of the complainants in the premises, but merely intending and desiring to provide against the effect of error, accident, or surprise, and especially of fraud on the part of the complainants, and wishing to advertize the said complainants of the purposes of such of the respondents as sign these cross-interrogatories, said respondents here acting in their own behalf separately.

The commissioner who may receive the answers to the interrogatories of the complainants and the following cross-interrogatories, is notified that it will be required of him to certify that the said several interrogatories and cross-interrogatories were answered by the deponents, and separately and apart from each other, and from other persons; and especially that no communications or suggestions were made to the knowledge or belief of the commissioner by the attorney or agent of either of the parties to either of the deponents.

1st. Will you be pleased to state your name, age, and residence, your occupation and employment? And whether you are related to or connected with the complainants? If aye, how?

2nd. Did you ever reside in New Orleans? If aye, when? In what year? In what street, and what was your business? And whether Mr. Daniel Clark about whom the complainants ask you, frequented your house, and what was the particular motive for his

visits to your house? Were his visits frequent, and made generally by day or by night?

3rd. Did you know the said Daniel Clark intimately; if aye, how long did you know, and what was the occasion of your intimacy?

4th. Was Mr. Clarke a married man; if aye, to whom was he married, and when and where? Were you present at the marriage; if not, how do you know he was married?

5th. It has been sometimes represented and pretended that Mr. Clarke was married to one Madame Desgranges, whose maiden name was Carriere, and who was married several years before Mr. Clark's death to one Dr. Gardette of Philadelphia; will you state whether you know anything about that Madame Desgranges; if aye, state anything you know about her, from the time you first knew her up to the present period. If you say or think that Mr. Clark was ever married to Madame Desgranges, mention when, where, by what priest or magistrate, and who was present at the marriage? Did Mr. Clarke introduce Mrs. Clarke to the community in New Orleans as his wife, and was she so received by society; if not, why not? Was the marriage clandestine; if so, why so? What motive, suppose you, would have induced Mr. Clark to contract a private marriage?

6th. The complainants ask you about one Jerome Desgranges, what do you know about that man, and how do you know he was ever married to any other person than Zuline Carriere? You will be pleased to be very careful to state nothing of hearsay, but let every thing you do state be of your own personal knowledge, and mention, if you please, how you distinguish between hearsay and your personal knowledge? Has not this subject been often introduced to your notice within the last two or three years; if aye, by whom, and for what purpose? Mention particularly and state whether the complainants, or one of them, has not visited you or corresponded with you on this very subject? If they have written to you any letters annex them if possible, and if not possible state why, and then give copies, and if that be not possible, then state the substance of their communications.

7th. Have not the complainants stated to you frequently, or by correspondence, that you were expected to prove Desgranges bigamy, and the subsequent marriage of his wife with Mr. Daniel Clark? State fully.

The respondents reserve all legal exceptions.

Signed L. C. DUNCAN, for
RD. RELF, and
BEV. CHEW.

IN THE NINTH COURT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

WILLIAM W. WHITNEY and
MYRA C. WHITNEY Complainants,
vs.
RICHARD RELF, and BEV. CHEW,
and others, Defendants.

Cross-interrogatories to the interrogatories filed by the Complainants on the 25th July, 1837, and by them propounded in their behalf to Francois Dusuau De la Croix.

In propounding these cross-interrogatories the defendants, who now appear to cross the same, especially reserve to themselves the right to demur, or plead, or answer hereafter as they shall be advised, and at all times to declare and shew that this honorable court hath not, at law or in equity, any jurisdiction of the matter of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clarke, the pretended ancestor of the complainant Myra, the same being a court where a plain, adequate, and complete remedy may be had at law by the complainants for any and all their supposed claims against the succession of the said Daniel Clarke, and full redress for their many grievances set forth in their said bill of complaint. Protesting, therefore, against this proceeding, and not intending to waive any right or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, or surprize, and especially of fraud on the part of the complainants, and wishing to advertize the said complainants of the purposes of such of the respondents only as sign these cross-interrogatories, said respondents here acting in his, her, and their own behalf, and each one acting for himself, herself, or themselves separately, propound the following cross-interrogatories to Mr. Francois Dusuau De la Croix.

1st. The complainants, on the sixth of February last, propounded to you interrogatories in this case and in this suit; will you state whether you have answered the same?

2. The complainants, presuming to refer to a deposition which you are supposed to have given in this city on the 29th and 30th April, 1834, ask you many questions in reference to said deposition. Now it was very easy for the said complainants to have furnished you with a full copy of such supposed deposition, that you might have been enabled to state with accuracy all your former declarations and suppositions. How can you undertake to relate the terms and details of your deposition given three years since; and, especially, how can you undertake to answer questions touching privatte conversations which occurred in 1813, especially with negroes and slaves? Did you keep any memorandum of your conversations

with the slave Lubin; and did Lubin's communications make any particular or lasting impression on your mind? If yea, state what.

3. If you speak of any supposed will of Daniel Clark, state whether or not Mr. Clark did not speak to many persons in Louisiana on the subject of his testamentary dispositions, and whether he did not mention, to several gentlemen living in New Orleans, that he intended to name them his executors? What do you suppose were Mr. Clark's motives in talking thus publicly and frequently about his will, his executors, &c. &c.? Mention fully all circumstances.

4. The complainants have in their fourth interrogatory given the supposed contents of record in the court of probates of New Orleans, as this is not a certified copy, but merely made out by the complainants themselves, how can you say any thing about it, not knowing whether it be true, or a mere fiction of the complainants, designed to mislead you?

5. If you say anything about a will supposed to have been made by Mr. Clarke, and of the contents of which he desired Messrs. Chew and Relf to be kept ignorant, mention what circumstances you suppose would have thus influenced Mr. Clark. Did not those gentlemen continue to enjoy his confidence and friendship up to the period of his death; and, if they did, what motive could influence him to use any such artifice or duplicity in relation to them?

6. Were you or not intimate with Mr. Clarke? If aye, state whether he was ever married; if aye, when and to whom? Did he introduce his wife publicly in New Orleans? If not, why not? Was his marriage clandestine? If so, what motive do you suppose would induce Mr. Clark to contract a secrete marriage?

7. The complainants ask you about a female child, called Myra, of whom Mr. Clarke supposed himself to be the father; state whether you ever had any conversation with Mr. Clark on the subject of that child, and mention all that he said, so far you can recollect, and particularly whether or not he said he intended to leave her property enough to take the stain of her birth? If he used that or any similar expression, state what you suppose he meant, and what stain could have rested on the birth of his own legitimate daughter?

8. The complainants ask whether Mr. Clark was not a man of fine education and particularly well versed in the laws of Louisiana? if you answer this question affirmatively, state if you believe he was ignorant that, under those laws, natural children or adulterous bastards cannot inherit by will from their supposed parents?

9. In their eighth interrogatory in chief the complainants ask about a small black trunk; state, if you please, whether you were present at Mr. Clarke's house at the time of his death, and whether you did or not assist as a witness in placing the seals on the papers in his cabinet? State also whether you saw the said black trunk; and if you did, and can recollect, mention its size and appearance.

State whether it was not found on a table in Mr. Clark's cabinet, when the seals were placed on his effects, or whether it was not shut up in an armoire containing papers. State also, if you recollect, whether or not it was opened by direction of Judge Preval, for the purpose of ascertaining whether it contained a will, and whether in fact the will was not there found, in presence of Judge Preval and of all the witnesses; and whether the said trunk was not immediately replaced in the armoire; be pleased to recollect and state particularly all circumstances and facts which occurred in this occasion.

10. The complainants pretend that Myra, one of the complainants, was the legitimate daughter of Mr. Daniel Clarke, and the object of this suit is to ascertain her pretensions as such. Will you now, sir, state all that you know on the subject, and all that you have heard Mr. Daniel Clarke say about Myra; and mention all that you know or heard Mr. Clark say about the legitimacy or illegitimacy of Myra; and what about her birth. Mention all details with as much particularity as your memory will permit. And if you know any other matter or thing about which you have not now been questioned, and which you suppose would benefit the respondents; mention the same as fully as if you had been thereto specially interrogated.

Signed L. C. DUNCAN, *of counsel for* RD. RELF & BEV. CHEW.

And afterwards, to wit, on the 12th day of December, 1837, the two following entries were made of record, to wit:

W. WHITNEY and WIFE *vs.* RELF, CHEW et als. } No. 122.

On motion of R. H. Chinn, Esq., and on his suggesting to the court the death of W. W. Whitney, one of the plaintiffs in this case, it was ordered that this suit be abated as far as regards him, and that it be continued in the name of his wife, Myra Whitney, alone.

WHITNEY *vs.* RELF, CHEW et als. } No. 122.

On motion of R. H. Chinn, Esq., ordered that a commission issue in this case, directed to the American consul at Paris, to take the testimony of F. D. De la Croix.

And afterwards, to wit, on the 15th day of December, 1837, the complainant came into court and filed the following motion, to wit:

CIRCUIT COURT OF THE UNITED STATES, *Ninth Circuit*,
Sitting in the Eastern District of Louisiana.

WHITNEY *vs.* RELF, &c. } In Chancery.

The complainant moves the court to award an attachment herein against the defendant, Relf, to compel him to answer the complainant's bill herein.

And afterwards, to wit, in the month of June, 1838, the following order was made of record in the chancery docket, to wit:

MYRA CLARK WHITNEY *vs.* RICHARD RELF and others. } No. 122.

Bill taken for confessed against all defendants, served with process, and alias awarded as to other defendants.

And afterwards, to wit, on the 24th day of May, 1839, the complainants, Edmund Pendleton Gaines, and Myra Clark Gaines his wife, came into court, by J. R. Grymes, B. Peyton and R. H. Chinn, Esqrs., their solicitors, and filed the following supplemental bill, to wit:

To the Hon. the Judges of the Ninth Circuit Court of the United States for the Eastern District of the State of Louisiana in chancery setting:

Your orator, Edmund Pendleton Gaines, and oratrix, Myra Clark Gaines, late Myra Clark Whitney, represent that heretofore, in this honorable court, a suit was pending in behalf of your oratrix against Beverly Chew, Richard Relf, and others; and since the last term of this court your orator and oratrix have become united by the bonds of matrimony; wherefore they pray that the said suit be ordered to stand and be proceeded in, in the names of your orator and oratrix, as complainants; and they will ever pray.

Signed GRYMES, PEYTON & CHINN,
For Complainants.

And afterwards, on the same day, to wit, the 24th day of May, 1839, the following entry was made of record, to wit:

[*Note.*—☞This entry ought to precede the supplemental bill.]

W. W. WHITNEY and WIFE *vs.* CHEW and RELF et als. } No. 122.

On motion of R. H. Chinn, Esq., complainants' counsel, it was ordered that he have leave to file a supplemental bill, and that this suit stand and be proceeded in, in the name of Edmund Pendleton Gaines, and his wife Myra Clark Gaines, late Myra Clark Whitney.

And afterwards, on the 31st day of May, 1839, the following entry was made of record, to wit:

GAINES and WIFE
vs. } No. 122.
CHEW and RELF et als.

With the consent of the defendants' counsel, L. C. Duncan, here present, the court proceeded to hear the motion of complainants' counsel on defendants to shew cause why the order of this court, made on the ninth day of March, 1837, granting oyer and service of copies of the bill in the French language to defendants, should not be set aside, and the complainants be permitted to proceed according to chancery practice; when, after hearing arguments of counsel, the court took time to consider.

And afterwards, to wit, on the first of day of June, 1839, the complainants came into court, by J. R. Grymes, R. H. Chinn and B. Peyton, Esqr., their attorneys, and filed the following petition for a rehearing, to wit:

CIRCUIT COURT OF THE UNITED STATES, *For the Ninth Judicial Circuit and Eastern District of Louisiana.*

EDMUND P. GAINES and his wife MYRA
vs. } Bill in Equity.
CHEW, RELF and others.

The petition of the complainants in the above entitled cause sheweth, that your petitioners are much aggrieved by an interlocutory decree made in this cause by the honorable Samuel H. Harper, formerly the judge of the district court in and for this judicial district, on the 9th day of March, 1837, whereby it is ordered that the application of defendants for oyer of documents, and for copies of the bill of complaint in the manner prayed for, be granted; and further, that all future proceedings in this case shall be in conformity with the existing practice of this court. Your petitioners allege that they are not bound to furnish copies or oyer of the papers and documents mentioned in said decree, and that they are entitled to have this cause carried on and tried according to the chancery practice in England, as modified and regulated by the Supreme Court of the United States. Your petitioners, therefore, humbly pray that your honors will be pleased to grant a rehearing in this cause; and, as in duty bound, they will ever pray.

Signed CHINN, GRYMES & PEYTON,
Attorneys for Petitioners.

And on the same day, to wit, the 1st day of June, 1839, the two following entries were made of record, to wit:

E. P. GAINES and WIFE
vs.
RELF, CHEW et als.
No. 122.

On this day the complainants read the original bill filed in this case, and the prayer for oyer filed on the 20th February, 1837, and the opinion of, and order made on the ninth day of March, A. D. 1837, and the petition for are hearing filed this day, and thereupon moved the court,

First. To set aside and vacate said decretal order.

Second. To remand the said cause to the rule docket, and order that the complainants should be permitted to proceed therein according to chancery practice.

The defendants appeared, by their counsel, and resisted said application and motion, upon the ground that chancery practice should not be had in this court, and they relied upon the treaty of cession of Louisiana to the United States from France in 1803, the acts of Congress of 29th September, 1789, 26th May, 1824, the 19th May, 1828, and 20th May, 1830, and the first rule adopted by this court of 20th November, 1837.

And upon the hearing of said motion, on said petition for a rehearing, the judges of this court differed in their opinions; and, forasmuch as there is a difference of opinions between the judges of this court, and no decision thereof can be had upon the questions presented, it is ordered to be certified to the Supreme Court of the United States, for its decision upon the following questions.

1st. Does chancery practice prevail, and should it be extended to litigants in this court, and in this cause?

2d. Should or not the said order of the date of ninth March, 1837, be annulled and vacated?

3d. Should or not the cause be placed upon a rule docket, and the complainants be permitted to proceed according to chancery practice, and the defendants be required to answer, without oyer of the documents prayed for, or a service of the bill in French, as prayed for?

And the cause, coming on to be heard by consent of parties upon the demurrer, and upon the adjudication thereof the judges were opposed in their opinions, and the following question is ordered to be certified to the Supreme Court of the United States, for its decision and adjudication, to wit:

Does or not the bill of the complainant, herein, present such matter as that this court should thereunder authorize chancery practice?

GAINES and WIFE
vs.
CHEW, RELF et als.
No. 122.

On motion of R. H. Chinn, Esq., of counsel for complainants, L. C. Duncan, Esq., appearing for defendants, and consenting

thereto, it is ordered by the court that William Christy and Louis Bringier be accepted as securities for costs in this case, and that they execute a general bond to the clerk and marshal for the costs which have accrued and which shall accrue in this case; and that thereupon the bond heretofore signed by Thomas B. Harper and George Merrick be vacated.

And afterwards, to wit, on the 30th day of July, 1839, the following interrogatories were filed on behalf of the complainants, to wit:

UNITED STATES CIRCUIT COURT, *Ninth Circuit.*

EDMUND P. GAINES and his wife MYRA
vs.
RICHARD RELF and B. CHEW. } In Chancery.

Interrogatories propounded on the part of the Complainants to Col. Samuel B. Davis of the city of Philadelphia.

1st. Were you acquainted with the late Daniel Clark of New Orleans?

2d. Were you at any time upon terms of intimacy with Daniel Clark of New Orleans?

3d. Do you know whether the said Daniel Clark at his decease left any child?

4th. Have you heard the said Daniel Clark claim and acknowledge any child as his own?

5th. If the last question is answered in the affirmative, please state when and where you have heard the said Daniel Clark claim and acknowledge the said child as his own?

6th. Please state where the said child then was, whether it was protected by the said Daniel Clark, what became of it, and where it is at present?

7th. By what name was the said child called?

8th. Do you know Myra Clark Whitney? If yea, say whether she was the said child whom the said Daniel Clark claimed and acknowledged as his own?

9th. Are you acquainted with the circumstances of the said Daniel Clark during his life and at the time of his death?

10th. Do you know whether the said Daniel Clark, at any time during his life, made any provision for the said child in the event of his death? If yea, state particularly under what circumstances?

11. Did the said Daniel Clark at any time place property in your hands for the use and benefit of the said child? If yea, state under what circumstances, and how that property was disposed of.

12. Did the said Daniel Clark always manifest the fondest affection for the said child; and did he not express the intention to make her his heir?

13. Have you not often heard the said Daniel Clark say that he intended to leave to the said child his estate?

14. What intentions of pecuniary advancement have you heard the said Daniel Clark express in regard to said child?

15. Are you acquainted with the circumstances under which the said Daniel Clark made a will, in the month of May, in the year eighteen hundred and eleven? If yea, state the particulars of this subject, and whether, at that time, he had not otherwise provided for that child.

16. Was the said will of 1811 made by the said Daniel Clark a short time before his departure for the north? If yea, did the said Daniel Clark, after his return from the north, express to you his intention to make an other will; and did the said Daniel Clark, after his return from the north, refer to the circumstances of the will of 1811?

17. Have you heard the said Daniel Clark, subsequent to the date of the said will of 1811, claim and acknowledge the said child as his daughter? If yea, at what times.

18. Have you heard the said Daniel Clark, subsequent to the month of May, 1811, say that the said child was his heir, or that he would leave his estate to the said child? If yea, state particularly when, and the terms in which, the said Daniel Clark spoke in regard to the said child.

19. Had you, subsequent to the month of May, 1811, much intercourse with the said Daniel Clark?

20. Have you often heard the said Daniel Clark speak of the said child subsequent to the month of May, 1811? If yea, state the particulars of his language in regard to the said child.

21. How long, before the decease of the said Daniel Clark, did you see him for the last time; and, in your last interview with the said Daniel Clark, did he speak of the said child? If yea, state the particulars of his conversation in relation to the said child.

22. How long, before his decease, did the said Daniel Clark, for the last time, speak to you in regard to the said child; and what did he say, at that time, in regard to the said child?

23. Have you, in your possession, any letters written to you by the said Daniel Clark? If yea, be pleased to furnish copies of all such letters as have any allusion to his daughter Myra; otherwise, be pleased to state, to the best of your recollection, the contents of such letters.

Signed, JOHN McHENRY, *of Counsel.*

And afterwards, to wit, on the 5th day of October, 1839, the plaintiffs came into court by their agent, C. W. Drechsler, and filed the following affidavit, to wit:

UNITED STATES CIRCUIT COURT,
Eastern District of Louisiana.

E. P. GAINES and WIFE
vs. } No. 122.
B. CHEW and R. RELF.

Charles W. Drechsler, the agent of the plaintiffs, both the plain-

tiffs being absent from the State of Louisiana, being duly sworn, says that the testimony of John O. Fallon, who resides in the county of St. Louis, in the State of Missouri, is material for the plaintiffs in this case, and that he does not believe they could safely go to trial without his testimony.

Signed, C. W. DRECHSLER.

Subscribed and sworn before me, this 5th of October, 1839.

Signed A. PIERSE, *Dy. Clerk, for*
D. N. HENNEN, *Clerk.*

And afterwards, to wit, on the 14th day of March, 1840, Edmund P. Gaines, one of the complainants, came into court, and filed the following affidavit, to wit:

GAINES and WIFE }
vs. }
CHEW and RELF. }

To the Honorable the Judges of the Circuit Court of the United States for the Ninth Judicial Circuit, and Eastern District of Louisiana.

Edmund P. Gaines, one of the plaintiffs in the above entitled cause, being duly sworn, makes oath and says, that Samuel B. Davis is a material witness on the part of the plaintiffs in the above entitled cause; that the said Samuel B. Davis resides near Wilmington, State of Delaware; that deponent fears, that unless a commission should issue to take the depositions of the aforesaid witness, that the said plaintiffs will be deprived of the advantage that they expect from the testimony of the aforesaid witness.

Signed, EDMUND P. GAINES.

Sworn to and subscribed before me, this 14th March, 1840.

Signed, F. DEWINT,
Deputy Clerk.

And afterwards, to wit, on the 18th day of March, 1840, the said Edmund P. Gaines came into court, and filed the following affidavit, to wit:

GAINES and WIFE }
vs. }
CHEW and RELF. }

To the Honorable the Judges of the Circuit Court, Ninth Circuit, and Eastern District of Louisiana.

Edmund P. Gaines, one of the plaintiffs in the above mentioned cause, being duly sworn, makes oath that the Reverend Dr. Power, of the city of New York, is a material witness on the part of the plaintiffs in the above entitled cause; that the said Dr. Power resides in the city of New York; that deponent fears, that unless a

commission should issue to take the deposition of the aforesaid witness, that the said plaintiffs will be deprived of the advantage that they expect from the testimony of the aforesaid witness.

Signed, EDMUND P. GAINES.

Sworn and subscribed before me, this 18th March, 1840.

Signed, F. DEWINT,
Deputy Clerk.

And afterwards, to wit, on the 14th day of April, 1840, the following entry was made of record, to wit:

E. P. GAINES and WIFE
vs.
RELF, CHEW, *et als.* } No. 122.

On motion of Balie Peyton, Esq., of counsel for the complainants, the returns to the commissions to take evidence, were opened in open court.

And afterwards, to wit, on the 18th day of April, 1840, the complainants came into court by R. H. Chinn, Esq., their attorney, and filed the following amended bill, to wit:

To the Honorable the Judges of the Court of the United States for the Ninth Circuit and Eastern District of the State of Louisiana, in chancery sitting.

Your orator and oratrix, Edmund P. Gaines and Myra C. Gaines, his wife, citizens of the State of Tennessee, by way of amendment to their bill filed herein against Richard Relf and others, respectfully represent, that the said Caroline Desgranges, therein mentioned, who is intermarried with John Barnes, now claims some portion of the estate of the said Daniel Clark to which she is not entitled. Wherefore, your orator, &c., pray that said John Barnes and wife (who are citizens of the State of Louisiana) may be made defendants to the original bill, and be compelled to answer that, and this bill, be, by the decree of your honors, compelled to release and relinquish all claim to any portion of the estate in controversy. They pray for such other and further relief as to equity belongs.

Signed, CHINN, *for Complainants.*

And on the same day, the following two summons, in chancery, issued from the clerk's office, to wit:

UNITED STATES OF AMERICA:

The President of the United States to the Marshal of the Eastern District of Louisiana, greeting:

You are hereby commanded to summon John Barnes to appear before the honorable the judges of the ninth judicial circuit of the

United States of America, at a circuit court to be holden on the first Monday of May, 1840, then and there to answer a bill in chancery filed against them, wherein Edmund P. Gaines and wife are complainants, and said Caroline Desgranges, et als, are defendants. Herein fail not; and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the Honorable Roger B. Taney, Chief Justice of [L. S.] the Supreme Court of the United States of America, this, the 18th day of April, in the year of our Lord one thousand eight hundred and forty, and the sixty-fourth year of American Independence.

Signed, DUNCAN N. HENNEN, *Clerk, by*
F. DEWINT, *Deputy Clerk.*

Marshal' Return.

Received 18th April, 1840. And 20th instant, served a copy of the within citation on the within named John Barnes, by handing the same to Caroline, his wife, at his domicil in New Orleans, whose name I ascertained by interrogation, and apparently over the age of 14 years, and a free white person living in the house, he being absent at the time. Returned.

Signed, M. MARIGNY, *U. S. Marshal.*
L. C. BACON, *Deputy.*

UNITED STATES OF AMERICA:

The President of the United States to the Marshal of the Eastern District of Louisiana, greeting:

You are hereby commanded to summon Caroline DeGrange, wife of John Barnes, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of May, 1840, then and there to answer a bill in chancery filed against them, wherein Edmund P. Gaines and wife are complainants, and said Caroline Desgranges et als, defendants. Herein fail not; and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the Honorable Roger B. Taney, Chief Justice of [L. S.] the Supreme Court of the United States of America, this, the 18th day of April, in the year of our Lord one thousand eight hundred and forty, and the sixty-fourth year of American Independence.

Signed, DUNCAN N. HENNEN, *Clerk, by*
F. DEWINT, *Deputy Clerk.*

Marshal's Return.

Received 18th April, 1840. And, on the 20th instant, served a copy of the within citation on Caroline, wife of John Barnes, by

handing the same to her in person, in the city of New Orleans. Returned.

Signed, M. MARIGNY, *U. S. Marshal.*
L. C. BACON, *Deputy.*

And afterwards, to wit, on the 21st day of April, 1840, Charles Patterson, one of the defendants, came into court, by John McHenry, Esq., his attorney, and filed the following answer, to wit:

To the Honorable the Judges of the Ninth Circuit Court of the United States for the Eastern District of Louisiana, sitting in equity jurisdiction.

The answer of Charles Patterson, one of the defendants to the bill of complaint of Edmund Pendleton Gaines and his wife Myra Clark Gaines, exhibited against Richard Relf, Beverly Chew, et als, among whom are this respondent, who most respectfully represents to this honorable court:

That he, your said respondent, denies all and singular the allegations contained in the aforesaid bill of complaint, exhibited, as aforesaid, by the said Edmund P. Gaines and Myra C. Gaines, tending to divest him of his right and title, and interest, as the true and lawful owner, and equitable possessor, in and to the following described piece or lot of ground situated on Philippa street, between Perdido and Poydras streets, having front, on Philippa street, one hundred and twenty-five feet French measure, by seventy feet in depth, the same being in a a square of ground situated in suburb St. Mary, of this city, now the second municipality of New Orleans, and bounded by Philippa, Circus, Perdido, and Poydras streets.

Your respondent further represents, that the above described property did once belong to the late Daniel Clark, of the city of New Orleans, and that the said Daniel Clark departed this life about the year one thousand eight hundred and thirteen, and that the said Clark, about two years before his death, viz., on or about the twentieth day of May, one thousand eight hundred and eleven, made, in due form of law, his last will and testament, by which he constituted and appointed Richard Relf and Beverly Chew to be his executors, and invested the said Relf and Chew with full power to settle every thing relating to his estate, and to carry into effect the provision of the aforesaid will and testament, by which he, the said Clark, gave and bequeathed all his real and personal estate to his mother, Mary Clark, of Germantown, in the State of Pennsylvania.

Your respondent further represents, that after the death of the said Daniel Clark, the above described will and testament, made as aforesaid, was duly proven, according to law, in the probate court of New Orleans, and admitted of record by the order of said court, and that the said Richard Relf and Beverly Chew were re-

gularly qualified, and entered upon the discharge of the duties which had devolved upon them as the legal testamentary executors of the said Daniel Clark; and they discharged the said trust with ability and fidelity, and sold and disposed of all the estate of the said Clark in a manner the most advantageous to his creditors, and the only heir, the said Mary Clark, the mother of the said Clark, the testator; and that they paid the debts of the said estate, and settled up the succession of the said Clark, to the entire satisfaction of all the parties legally interested, and in strict compliance with the laws of the State of Louisiana.

Your respondent further represents, that he derived his title to the property herein described from Richard Relf and Beverly Chew, the aforesaid testamentary executors of the said Daniel Clark, who, in their capacities of executors, legally disposed of the said lot of ground for a good and valuable consideration, and for the interest of the succession of the said Daniel Clark.

Your respondent specially denies that the said Daniel Clark was ever married, and further represents that he left no lawful children or legitimate descendants, or other descendants, capable of inheriting his estate, and that the said Daniel Clark departed this life without leaving any issue of his body.

And your respondent specially denies that Myra C. Gaines, wife of Edmund P. Gaines, is the child or daughter of the late Daniel Clark aforesaid, and also denies that she can, or is legally capable of inheriting his said estate as a descendant, or in any other capacity whatsoever; and further denies that the said Daniel Clark ever did any act by which her legitimation can be legally inferred or proven according to law.

Your respondent further represents, that the only legal will and testament ever made by the said Daniel Clark, was made by him in the year 1811; and your respondent specially denies that any other testament ever existed, or that Richard Relf ever destroyed any will made by the said Daniel Clark; and especially denies every allegations tending to charge him with fraud or concealment in relation thereto, set forth in the bill of the complainants.

Wherefore, your respondent prays that this honorable court will decree him to be the true owner of the lot of ground situated on Philippa street, and described in this answer as being 125 feet French measure on said street, by 75 feet in depth, &c., and for such other relief as in equity he is entitled.

And as in duty bound, &c.

Signed, JOHN McHENRY,
For Respondents.

And afterwards, to wit, on the 23d day of April, 1840, the following entry was made of record, to wit:

E. P. GAINES AND WIFE
vs.
RELF CHEW, *et als.* } No. 122.

This cause came on this day before the court as to one of the defendants, Charles Patterson alone. R. H. Chinn, John R. Grymes, and Balie Peyton, Esqrs. appearing for the complainants, and John McHenry, Esq., appearing for said defendant. Whereupon, after considerable progress therein the same was continued until tomorrow, at nine o'clock, A. M.

And afterwards, to wit, on the 24th day of April, 1840, the following entry was made of record, to wit:

E. P. GAINES AND WIFE
vs.
RELF CHEW, et als. } No. 122.

The trial of this cause as to the defendant Charles Patterson alone, was this day resumed. R. H. Chinn, John R. Grymes, and Balie Peyton, Esquires, appearing for the complainants; John McHenry, Esq., appearing for the defendant. Whereupon, after hearing the evidence, and the parties having closed their arguments and submitted the case to the court, the court took time to consider.

And afterwards, to wit, on the 25th day of April, 1840, the following documents and depositions were introduced in evidence and filed by the complainants, to wit:

Interrogatories and Answers of Pierre Baron Bois Fontaine.

WM. WALLACE WHITNEY and MYRA C., his wife
vs.
P. O'BEARN and others. } Court of Probates.

Interrogatories to be propounded to Witnesses on behalf of the Plaintiffs.

1st. Were you acquainted with the late Daniel Clark, deceased, of New Orleans? If so, were you at any time on terms of intimacy with him?

2d. Did the said Daniel Clark leave at his death any child acknowledged by him as his own? If so, state the name of such child, whether such child is still living, and if living, what name

it now bears; as also state when and where, and in what times said acknowledgment of said child was made?

3d. Have you any knowledge of a will, said to have been executed by said Clark shortly before his decease? Did you ever read or see the said will, or did Daniel Clark ever tell you that he was making said will or had made said will? If so, at what time and place, and if more than once, state how often, and when and where?

4th. If you answer the last question affirmatively, state whether the said Daniel Clark ever declared to you, or to any one in your presence, the contents of said will? And if so, state the whole of said declarations, and the time, place, and manner in which they were made, before whom, and all the circumstances which occurred when such declaration was made.

5th. State how long before his death you saw the said Daniel Clark, for the last time. How long before his death he spoke of his last will, and what he said in relation to his aforesaid child.

6th. State whether you ever heard any one say he had read the said will. If so, state whom, what was said, and whether the said person is now living, or not.

Signed, WM. M. WORTHINGTON,
For Plaintiff.

Cross Examined.

1st. Each witness examined and answering any one of the foregoing interrogatories, is desired to state his name, age, residence, and employment; and whether he is in any manner connected with, or related to, any of the parties to the suit, or has any interest in the event of the same.

2d. How long did you know Daniel Clark, and under what circumstances; and if you presume to state that Daniel Clark left any child at his decease, state who was the mother of said child, and who was the husband of that mother? State all the circumstances, fully and in detail, and whether said Clark was ever married, and if so, to whom, when and where.

3d. If said Clark ever acknowledged to you, that he supposed himself to be the father of a child; state when and where he made such an acknowledgment, and all the circumstances of the recognition of such a child or children, and whether the act was public or private.

4th. Did said Clark consider you as an intimate friend, to whom he might confide communications so confidential as those relating to his will? If aye, state what you know of your own personal knowledge, of the contents of said will, and be careful to distinguish between what you state of your own knowledge, and what from hearsay.

The defendants propound the foregoing interrogatories, with a full reservation of all legal exceptions to the interrogatories in chief,

the same not being pertinent to the issue, and the last of said interrogatories being calculated merely to draw from the witness hearsay declarations.

Signed, L. C. DUNCAN,
For Defendants.

In pursuance of the annexed commission, directed to me, the undersigned, justice of the peace, personally appeared Pierre Baron Boisfontaine, who being duly sworn to declare the truth, on the questions put to him in this cause, in answer to the foregoing interrogatories, says :

1st. In reply to the first interrogatory, he answers—I was acquainted with the late Daniel Clark, of New Orleans, and was many years intimate with him.

2d. In reply to the second interrogatory, he answers. Mr. Clark left at his death a daughter named Myra, whom he acknowledged as his own, before and after her birth, and as long as he lived. In my presence he spoke of the necessary preparation for her birth ; in my presence asked my brother's wife to be present at her birth, and in my presence he proposed to my sister and brother-in-law, Mr. S. B. Davis, that they should take the care of her after her birth. After her birth he acknowledged her to me as his own, constantly, and at various places. He was very fond of her, and seemed to take pleasure in talking to me about her.

When he communicated to me that he was making his last will, he told me he should acknowledge her in it as his legitimate daughter. The day before he died, he spoke of her with great affection, and as being left his estate in his last will. The day he died, he spoke of her with the interest of a dying parent, as heir of his estate in his last will. She is still living, and is now the wife of William Wallace Whitney.

3d. In reply to the third interrogatory, he answers. About fifteen days before Mr. Clark's death I was present at his house, when he handed to Chevalier De La Croix, a sealed packet, and told him that his last will was finished, and was in that sealed packet. About ten days before this, he had told me that it was done. Previous to this, commencing about four months before his death, he had often told me that he was making his last will. He said this in conversations with me on the plantation, and at his house; and I heard him mention this subject at Judge Pitot's. I frequently dined at Judge Pitot's with Mr. Clark on Sundays. The day before he died he told me that his last will was below, in his office room, in his little black case. The day he died he mentioned his last will to me.

4th. In reply to the fourth interrogatory, he answers. I was present at Mr. Clark's house about fifteen days before his death, when he took from a small black case a sealed packet, handed it to Chevalier De La Croix, and said my last will is finished, it is in this sealed packet, with valuable papers; as you consented I have made you in it tutor to my daughter. If any misfortune happens

to me, will you do for her all you promised me; will you take her at once from Mr. Davis? I have given her all my estate in my will, an annuity to my mother, and some legacies to friends. You, Pitot and Bellechasse are the executors. About ten days before this, Mr. Clark talking of Myra, said that his will was done.

Previous to this he often told me, commencing about four months before his death, that he was making his last will. In these conversations he told me that in his will he should acknowledge his daughter Myra, as his legitimate daughter, and give her all his property. He told me that Chevalier De La Croix had consented to be her tutor in his will, and had promised, if he died before doing it, to go at once to the north, and take her from Mr. Davis. That she was to be educated in Europe. He told me that Chevalier De La Croix, Judge Pitot and Col. Bellechasse were to be executors in his will. Two or three days before his death I came to see Mr. Clark on plantation business; he told me he felt quite ill. I asked him if I should remain with him? He answered that he wished me to. I went to the plantation to set things in order, that I might stay with Mr. Clark, and returned the same day to Mr. Clark, and stayed with him constantly till he died. The day before he died, Mr. Clark, speaking of his daughter Myra, told me that his last will was in his office room below, in the little black case; that he could die contented as he had insured his estate to her in the will. He mentioned his pleasure that he had made his mother comfortable by an annuity in it, and remembered some friends by legacies.

He told me how well satisfied he was that Chevalier De La Croix, Judge Pitot, and Bellechasse were executors in it, and Chevalier De La Croix, Myra's tutor. About two hours before his death, Mr. Clark showed strong feelings for said Myra, and told me that he wished his will to be taken to Chevalier De La Croix, as he was her tutor, as well as one of the executors in it; and just afterwards, Mr. Clark told Lubin, his confidential servant, to be sure, as soon as he died, to carry his little black case to Chevalier De La Croix.

After this, and a very short time before Mr. Clark died, I saw Mr. Relf take a bundle of keys from Mr. Clark's armoire, one of which I believe, opened the little black case. I had seen Mr. Clark open it very often.

After taking these keys from the amoire, Mr. Relf went below. When I went below I did not see Mr. Relf, and the office room door was shut. Lubin told me that when Mr. Relf went down with the keys from the amoire, he followed, saw him there on getting down, go into the office room, and that Mr. Relf on going into the office room, locked the office room door. Almost Mr. Clark's last words were that his last will must be taken care of on said Myra's account.

5th. In reply to the fifth interrogatory, he answers, I was with Mr. Clark when he died; I was by him constantly for the last two days of his life. About two hours before he died he spoke of his last

will and his daughter Myra in connection, and almost his last words were about her, and that this will must be taken care of on her account.

6th. In reply to the sixth interrogatory, he answers, when after Mr. Clark's death, the disappearance of his last will was the subject of conversation, I related what Mr. Clark told me about his last will in his last sickness. Judge Pitot and John Lynd told me that they read it not many days before Mr. Clark's last sickness; that its contents corresponded with what Mr. Clark had told me about it; that when they read it it was finished, was dated and signed by Mr. Clark, was an olographic will; was in Mr. Clark's handwriting; that in it he acknowledged the said Myra as his legitimate daughter, and bequeathed all his estate to her; gave an annuity to his mother, and legacies to some friends. The Chevalier de la Croix was tutor of said Myra his daughter; Chevalier de la Croix, Colonel Bellechasse, Judge Pitot, were executors; Judge Pitot and John Lynd are dead. The wife of William Harper told me she read it; Colonel Bellechasse told me that Mr. Clark showed it to him not many days before his last sickness; that it was then finished. Colonel Bellechasse and the lady, who was Madame Harper, are living.

In reply to the first cross interrogatory, he answers, my name is Pierre Baron Boisfontaine, my age about fifty-eight. I have been some time in Madisonville; the place of my family abode is near New Orleans, opposite side of the river. I was eight years in the British army. I was several years agent for Mr. Clark's plantations; since his death I have been engaged in various objects. I now possess a house and lots, and derive my revenue from my slaves, cows, &c. I am in no manner connected with, or related to any of the parties of this suit; I have no interest in this suit.

In reply to the second cross interrogatory, he answers, I knew Daniel Clark between nine and ten years; I knew him as the father of Myra Clark; she was born in my house, and was put by Mr. Clark, when a few days old, with my sister and brother-in-law Samuel B. Davis. I was Mr. Clark's agent for his various plantations—first, the Sligo and the Desert, then the Houmas, the Havanna point, and when he died, of the one he purchased of Stephen Henderson. He respected our misfortunes, knowing that our family was rich and of the highest standing in St. Domingo before the revolution. The mother of Myra Clark was a lady of the Carriere family. Not being present at any marriage, I can only declare it as my belief Mr. Clark was her husband. To answer this question in detail as is demanded, it is necessary that I state what was communicated to me. It was represented to me that this lady married Mr. De Grange in good faith, but it was found out some time afterwards that he already had a living wife, when the lady née Carriere separated from him. Mr. Clark some time after this married her at the north. When the time arrived for it to be made public,

interested persons had produced a false state of things between them, and this lady being in Philadelphia, and Mr. Clark not there, was persuaded by a lawyer employed, that her marriage with Mr. Clark was invalid, which believing, she married Monsieur Gardette. Some time afterwards, Mr. Clark lamented to me that this barrier to making his marriage public had been created. He spoke to me of his daughter Myra Clark from the first as legitimate, and when he made known to me he was making his last will, he said to me that he should declare her in it as his legitimate daughter. From the above I believe there was a marriage.

In reply to the third cross interrogatory, he answers, Mr. Clark made no question on this subject before and after her birth, and as long as he lived he exercised the authority of a parent over her destiny. He was a very fond parent; he sustained the house of Mr. Davis and Mr. Harper, because my sister had her in care, and Mrs. Harper suckled her. He sustained Harper as long as he lived, and conferred great benefits on my brother-in-law. He spoke of her mother with great respect, and frequently told me after her marriage with Mr. Gardette, that he would have made his marriage with her public, if that barrier had not been made, and frequently lamented to me that this barrier had been made, but that she was blameless. He said he would never give Myra a step-mother. When in 1813, he communicated to me that he was making his last will for her, he showed great sensibility as to her being declared legitimate in it. While I was with him at his death sickness, and even at the moment he expired, he was in perfect possession of his senses, and no parent could have manifested greater affection than he did for her in that period. Nearly his last words were about her, and that his will must be taken care of on her account. She, the said Myra, is the only child Mr. Clark ever acknowledged to me to be his. She was born in July, 1805.

In reply to the fourth cross interrogatory, he answers, I was a friend of that confidential character from the time of said Myra's birth. Mr. Clark treated me as a confidential friend in matters relating to her and to his affairs generally. In reply to the fourth interrogatory, I have stated what I know concerning Mr. Clark's last will, my recollection of these facts is distinct. The circumstances connected with them were of such a character, that my recollection of them could not be easily impaired.

Signed PIERRE BARON BOISFONTAINE.

Which answers being reduced to writing, were shown to and signed by the said witness in my presence.

In testimony whereof, I have hereunto affixed my hand and private seal, at the parish of St. Tammany, in the State of Louisiana, this twenty-ninth day of May, eighteen hundred and thirty-five.

Signed DAVID B. MORGAN, [L. S.]
Justice of the Peace.

A true copy of commission for interrogatories (and answers thereto) propounded to Pierre Baron Boisfontaine, on file in the court of probates in and for the parish and city of New Orleans.

New Orleans, 20 April, 1840.

Signed W. F. C. DUPLESSIS, [L. S.]
Register of Wills.

Filed, April 25th, 1840.

Signed D. N. HENNEN, *Clerk*,
By F. A. FOYGNET, *Dy. Clerk.*

Deposition of Harriet Smyth.

Court of the United States for the Eastern District of Louisiana, to any Judge or Justice of the Peace in the parish of St. Landry.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, certain witnesses, and them duly examine on oath, touching and concerning certain matters and things in a cause now pending in the said court, wherein W. W. Whitney and wife are plaintiffs, and Richard Relf and others are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Samuel H. Harper, Judge of said court at New Orleans, this 18th day of March, Anno Domini 1837, and the 61st year of the Independence of the United States of America.

Signed T. W. COLLINS, [L. S.]
Deputy Clerk.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Eastern District of the State of Louisiana.

WILLIAM W. WHITNEY and MYRA C. WHITNEY, Complainants, *against* RICHARD RELF, BEVERLY CHEW and others, Defendants. } In Chancery.

Interrogatories to be propounded on behalf of the complainants to Joseph Deville, Degoutin Bellechasse, Mrs. Harriet Smith, Samuel B. Davis, Mrs. Eliza Clark, and Chevalier de la Croix.

1st. Were you or not acquainted with the late Daniel Clark, of New Orleans?

2d. Were you or not at any times upon terms of intimacy with him, and did you or not enjoy his confidence?

3d. Do you know or not whether the said Clark, at the time of his death, left any child living; if so, state who that child is, how you derived your information or knowledge upon the subject, and particularly all that you may have heard the said Clark relate touching that matter, and his conduct towards and treatment of said child?

4th. Do you know whether the said Clark, at any time during his life, made any provision for said child? If so, state particularly all you may know upon that subject.

5th. If you have any information or knowledge touching a will of said Clark, made about May, 1811, relate all you may know of the said will, and the circumstances under which it was made, and whether or not the said Clark did not thereafter express his determination to make another will. State all you may have heard him say upon that subject.

6th. Did or not the said Clark make a last will and testament, about the year 1813? State all you may know touching that matter, or what you may have heard from him relative thereto, and the contents of the will, as far as you can recollect.

7th. If you know any thing further material to the controversy herein, of interest to the complainants or defendants, relate it.

Signed GRYMES, CHINN, &c.,
for Complainants.

Filed February 6, 1837.
Signed T. W. COLLENS, *Deputy Clerk.*

CLERK'S OFFICE UNITED STATES COURT,
New Orleans, March 17, 1837.

[L. S.] I do hereby certify the foregoing to be a true and correct copy of the original on file in this office.
Signed T. W. COLLENS, *Deputy Clerk.*

WILLIAM W. WHITNEY and MYRA C. WHITNEY *against* RICHARD RELF, BEVERLY CHEW, and others. | No. 3823 in the District Court of the United States, in and for the Eastern District of Louisiana.

In Equity.

Cross interrogatories to the interrogatories filed by the complainants, on the sixth of February, 1837, and by them propounded, in their behalf, to Joseph Deville Degoutin Bellechasse, Mrs. Harriet Smith, Samuel B. Davis, Mrs. Eliza Clark, and Chevalier De La Croix.

☞ The commissioner who may receive the answers to the interrogatories of the complainants, and to the cross interrogatories,

is notified that it will be required of him to certify that the said several interrogatories and cross interrogatories were answered by the deponents separately and apart from each other, and from other person, and that neither the chief or cross questions were shown to or read by the deponents, or to or by either of them; and that each question under each separate chief and cross interrogatory, was answered in the order in which the several questions are propounded; and that he did not permit any deponent to see or read any succeeding interrogatory, until his answer to the preceding had been fully taken down, and especially that no communications or suggestions were made in the presence of the commissioner, or to his knowledge or belief, by any attorney or agent of either of the parties to either of the deponents; and also to certify that he carefully cautioned each witness to distinguish accurately in each answer what he or she stated from his or her personal knowledge, and what from hearsay, and let it so be written down in the answers—what is of personal knowledge and what of hearsay.

The complainants are notified that all legal exceptions are reserved to each one of their interrogatories, and especially do the respondents, in propounding these cross interrogatories, reserve to themselves the right to demur, plead, or answer hereafter, as they shall be advised, and at all times to declare and shew that this honorable court hath not, either in equity or at law, any jurisdiction of the matters of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clarke, the pretended ancestor of the complainant Myra, the same being a court where a plain, adequate, and complete remedy may be had at law by the complainants for any and all their supposed claims against the succession of the said Daniel Clark, and full redress for their many grievances set forth in their said bill of complaint; protesting, therefore, against this proceeding, and not intending to waive any right, or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, surprise and fraud, and wishing to advertise the complainants of the purposes of such of the respondents only as sign these cross interrogatories; said respondents here acting in his, her, and their own behalf only, and each one acting for himself or herself separately, propound the following

Cross Interrogatories.

1st. Will you, and each one of you, answering any interrogatories of the complainants, state your name, age, and present resi dence, and where you resided during each year from 1800 to 1814, and state your employment, and mention your means of acquaintance with Mr. Daniel Clark, formerly of New Orleans, and who is said to have died in that city in the summer of the year 1813? Mrs. Harriet Smith and Mrs. Eliza Clark, two of the witnesses pro-

posed to be examined by the complainants, are particularly requested to state what were their names before marriage, and if they were married more than once, to state the names of their several husbands.

2d. If you say you were upon terms of intimacy with Mr. Clarke, state, if you please, how you came to be thus intimate with him; when that intimacy commenced; under what circumstances, and in what place it commenced, and how long it continued; when it ended, and whether it was ever interrupted; and if it was, for what cause?

3d. If you answer the third interrogatory in chief affirmatively, state the name, sex, and age of the child, and where and when the child was born? Be very particular, if you please, in stating these matters with great accuracy, and mention in detail what circumstances enable you to recollect with accuracy the matters about which you are interrogated.

4th. Was Mr. Daniel Clark, about whom complainants interrogate you, ever married? If you answer affirmatively, state when, where, and to whom; by what priest, clergyman, or magistrate, and who were the witnesses present; were you among the witnesses, and if so, who was present with you? Answer with great particularity.

5th. Did Mr. Clark (if you say he was married) introduce his wife to his friends and acquaintances, and was she received and recognised in New Orleans as his lawful wife? If you answer that she was not so received, state why she was not, and mention the reasons which did, in your opinion, induce Mr. Clark not to introduce her in society. Or was his marriage private? If so, why was it private? or what circumstances could or did induce him to keep that marriage secret from his friends and the public?

6th. If, in answering the sixth interrogatory of the complainants, you say that Mr. Clark made any provisions for the child whom you are asked to state he left at his death, state what the provision was, and in what did it consist—lands, houses, lots, slaves, stock, bonds, mortgages, or what? State particularly and mention the amount, and state how you happened to know all the matters.

7th. Will you state whether you have ever had any correspondence or conversations with the complainants, or with either of them, on the subject of the pretensions of the complainant, Myra C. Whitney, to be the daughter and heiress of the estate of Mr. Daniel Clark; and if you have had any such correspondence, annex it to your answer or any such conversation. State the nature of it, what was desired, and what it was intimated to you it was important you should prove. Mention when you last saw the complainants, or either of them, and which of them, and whether you were not then, or at some other time, informed that your testimony would be wanted and required, touching the matters about which you have now been interrogated.

8th. Did you or not ever hear Mr. Clark acknowledge that he

had any natural children in New Orleans, and particularly did you or not ever hear him acknowledge two female children, the one named Caroline and the other named Myra? and is or not that Myra one of the complainants in this case? Did you ever hear him say that he intended to leave, by will, money or property enough to Myra to take the stain off her birth? If you heard him use such expressions, or those of a similar character, state what you suppose he meant by taking off the stain from the birth of his own legitimate daughter.

9th. Will you state who was the mother of the complainant Myra, and did the mother nurse Myra? If not, why not? Who did nurse her? Did her mother die and leave her an infant, or was she too sick and too feeble to nurse that child? Did the mother of Myra, the complainant, nurse and raise her or not? If not, who did? Mention particularly, and all the circumstances.

10th. If you know when the complainant Myra was born, state the precise date and place; and state, if you know, by whom and where she was raised, and whose name she bore, and why she bore that name.

11th. Was not the last will of Mr. Clark admitted to probate in the proper tribunal at New Orleans? If you undertake to say any thing about a will which it is supposed Mr. Clarke made, either in 1811, in 1813, or at any other time, state nothing but what is of your own personal knowledge, and be careful to avoid stating any thing which is of hearsay.

12th. If you state any thing about any supposed will of Mr. Clarke, or any of its provisions, state whether you are sufficiently acquainted with the ordinances and laws of the Territory of Orleans and State of Louisiana to form a correct opinion of the legality of the will in form and in its different provisions. Have you ever studied the laws of Louisiana? If aye, how long? If not, how can you express any opinion about them? Have you not frequently conversed with the complainants respecting the supposed provisions of a will supposed to have been made by Mr. Clark in 1813? and if you have, may not the opinions you have expressed in your answer to the sixth interrogatory of the complainants, be somewhat influenced by such conversations? and state what are your feelings and affections towards the complainants; whether you are related to, or connected with either of them, and if you are, how, and in what degree or way; and whether you have any interest in the event of this suit.

13th. Will you, Col. Bellechasse and Mr. Dusuau De La Croix, for yourselves personally, in addition to the foregoing interrogatories, be pleased to state whether or not, some time during the year 1810, or thereabout, or some other time between the year 1806 and the period of his death at New Orleans, Mr. Daniel Clark, the gentleman about whom you have now been interrogated, did or not convey to you certain lots of land, situated on what is called the Bayou road, in the rear of the city of New Orleans? and if so, state,

as nearly as you can recollect, the number of these lots, and for what purpose Mr. Clark conveyed them, and whether you have accomplished that purpose, and if so, where? Were not said lots in fact and in truth conveyed to you in trust for the complainant Myra, and if they were, will you be pleased to state what motive induced Mr. Clark to convey property in trust for his supposed legitimate daughter, the sole heiress of his estate?

14th. Will you, Colonel Bellechasse and Mr. De La Croix, state further, in addition, whether or not said trusts were not confided to you for the purpose, in part, of being conveyed to another supposed natural child of Mr. Clark, named Caroline? and if so, state whether or not the same has been so conveyed to said Myra and Caroline.

15th. Will you, Colonel Bellechasse, particularly and, in addition, for yourself individually, state whether or not, some time during the year 1822, and at other times, you corresponded on most friendly terms with Mr. Richard Relf, one of the respondents in this case, and whether you ever alluded to two female children, named Myra and Caroline, of whom Mr. Daniel Clark supposed himself the father? and state particularly if you recollect having used, in one of those letters to Mr. Relf, such expressions as the following:

"Neamoins et relativement à Mlle. Caroline je puis dire et meme jurer que Clark avait une trop belle ame et le cœurtrop bien placé, pour avoir été capable, ayant deux enfans qu'e 'l adorait, d'en avoir voulee favoriser, une, en laissant l'autre exposée à mendier son pain, et livrée aux vicissitudes qu' entraine la misère?"

Will you now, sir, be pleased to state if you could say, and were indeed ready to swear in 1822, and at other times, that Mr. Clark had two children whom he adored, one of them being named Caroline? how can you declare that the complainant Myra, is the legitimate daughter, and only daughter of Mr. Daniel Clark? If you had occasion to change your opinions on these points, state when you so changed your mind, and what reasons induced such change; mention the names of the persons who induced such change, and when you first knew or believed Mr. Clark was a married man.

To Mrs. Harriet Smith particularly, in addition to the first twelve interrogatories.

16th. Will youmadam, be pleased to state whether youknew the mother of Myra the complainant, intimately? and if so, how long, and whether you associated familiarly with her? pray mention whether you were present at the birth of Myra, and whether you saw the child frequently after her birth, and how soon thereafter? state also, whether Myra was nursed by her mother, if not, why not? and by whom nursed, and why? and whether also, Myra's mother was known and received publicly in New Orleans, as the lawful wife of Mr. Daniel Clark? and whether you knew or believed

then, that Mr. Clark was married to Myra's mother? If you did know of any such supposed marriage, did other persons know the facts as well as yourself? If so, who? mention the names of all persons whom you may recollect, who know these matters as well as yourself; state all circumstances with great particularity.

To all the witnesses.

17th. Will each one of you, answering any of these direct or cross interrogatories, state whether you have seen, examined, read or heard read any of them or copies of them, at any time or place, before you were called upon by the commissioner to answer them? If aye, state where, when and by whom they were thus so shewn or read to or by you, and for what purpose; state also each one of you, whether you have had any conversation or correspondence within the last three or four years with the complainants, or with either of them respecting their supposed claims against the estate of the late Daniel Clarke? and if you answer affirmatively, state why, and when where such conversations or correspondence occurred, and the nature and amount of them as far as your memory will serve you: and who was present at such conversations? If you have any letters from the complainants, or from either of them, on the matters referred to in these direct and cross interrogatories, annex the same to your answers if possible, and if not possible, state why? and then if you have preserved and cannot annex them, give true extracts from them; and if that is not possible, state your recollections.

18th. What is your own maternal language? if not English, do you understand that language perfectly? and if you do not understand English, how have you contrived to answer these chief and cross interrogatories? Who has translated them to you?

Signed L. C. DUNCAN,
for Richard Relf and Bev. Chew.
J. J. MERCIER,
for the Mayor and Aldermen of New Orleans, Soniat Dufassat and Louis Desdunes.
R. M. SHEPARD,
for P. A. Sorbe and Rene Lemonier.
P. A. ROST,
for Maria Halliday and Dusuau de la Croix.
H. LOCKET,
for James Field.
JOHN SLIDEL,
for John Minturn, George Kenner and Duncan Kenner.
JULIEN SEGHERS,
for F. H. Petitpain, Claude Reine Samory and Louis Lalande Ferriere.
ISAAC T. PRESTON,
for Widow Jaubert and Luke Vegnieu, Charles Patterson, Mr. Calloway, Charles Fonde, Belfine Berdule, Antoine Piernas, John Mathews, Ramon Massana and Manuel Marquez.

CLERK'S OFFICE, UNITED STATES COURT.
New Orleans, 17*th March*, 1837.

[L. S.] I hereby certify the foregoing to be a true copy of the original on file in this office.
Signed T. W. COLLENS, *Deputy Clerk*.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Eastern District of the State of Louisiana.

WILLIAM W. WHITNEY and MYRA C. WHITNEY, Complainants *against* RICHARD RELF, BEV. CHEW and others; Defendants. } In Chancery.

STATE OF LOUISIANA,
Parish of St. Landry.

Pursuant to a commission from the district court of the United States for the Eastern District of Louisiana, dated the 18th day of March, Anno Domino, 1837,

I, George King, parish judge in and for the aforesaid parish of St. Landry, have this day, the 12th of April, in the year one thousand eight hundred and thirty eight, caused to come before me, Mrs. Harriet Smith, a witness in the above entitled suit, who being first sworn on the Holy Evangelists of Almighty God, to make true answers to the interrogatories and cross interrogatories propounded to her, and annexed to the said commission, to the best of her knowledge: she made the following answers, to wit:

1st. Answer to the first Interrogatory.

Yes. I became acquainted with the late Mr. Daniel Clark shortly after my arrival in New Orleans, in eighteen hundred and four, which acquintance continued to the period of his decease, in August, eighteen hundred and thirteen.

2nd. Answer to the second Interrogatory.

I was on terms of intimacy with Mr. Clark, as the particular friend of my late husband, Mr. Harper, and have every reason to believe I enjoyed his confidence. Mr. Clark and my late husband, were intimate friends. In eighteen hundred and five, the firm of Davis & Harper was formed, and except the sum of money advanced to my late husband by my father, I understood that Mr. Clark's credit was the basis of the firm. I suckled in her infancy

Mr. Clark's daughter Myra. I did it voluntarily in consequence of her having suffered from the hired nurses. Mr. Clark considered that this constituted a powerful claim on his gratitude and friendship, and he afterwards gave me his confidence respecting her.

3rd. Answer to the third Interrogatory.

Yes, Mr. Clark left to my knowledge but one child only, a daughter, named Myra Clark, whom I suckled in her infancy, and who is now Myra Clark Whitney. I was residing with my late husband in the family of his uncle, Col. S. B. Davis, when the infant Myra was brought into the family by Col. and Madame Davis. I had at that time an infant of my own, I was solicited by them to suckle the infant they had brought, which I refused to do, unless they first disclosed to me the name of her parent; both Colonel and Madame Davis then told me she was the child of Daniel Clark, and that he, Mr. Clark, was particularly anxious that his child should be under the care of Madame Davis. Mr. Clark afterwards assured me she was his child, and always told me she was his only child; she was always called Myra Clark by the whole family. I never knew her by any other name, till her marriage. Mr. Clark, during his continual attentions to, and while caressing her, ever called her his dear little daughter Myra, his affections and attentions to her seemed to increase with her age, in fact, he shewed and seemed to feel all the paternal regard for her that the most affectionate father could shew to an only child. Her clothing and playthings, which were of the most extravagant and costly description, were provided for her by Mr. Clark; he also purchased for her a valuable servant. Mr. Clark invariably spoke of her to me, as his only child, and as destined to inherit his splendid fortune. I witnessed the continued and increasing paternal solicitude of Mr. Clark for his daughter Myra, from her early infancy, till her departure for Philadelphia with the family of Col. Davis in 1812. Mr. Clark continued his frequent visits to my husband and self, till his last and fatal sickness commenced; he then complained of being very unwell, and requested the favor of a bowl of tea, which was provided for him. Up to that period he always spoke of his daughter Myra with the most enthusiastic affection.

4th. Answer to the fourth Interrogatory.

I always understood from Mr. Daniel Clark himself, that he destined his daughter Myra to be the sole heiress of his large fortune, and on the occasion of his duel with Governor Claibourne, in I think 1807, he told me after that affair, that he had previously, by way of precaution, secured to his daughter Myra the amplest provision, in case he should have fallen, and that he had also left documents so arranged, as to manifest every thing of interest to her. Afterwards in 1811, when he was about to visit Philadelphia, in

order, as he said, to settle same commercial affairs with D. W. Coxe of that place, of whose conduct he complained, he told me he had made arrangements by means of confidential transfers of property, so secure the interests of his said child Myra, which consisted of a very large amount of notes and titles to real estate. Mr. Clark told me his reasons for going to Philadelphia were, that he had heard that D. W. Coxe was about to fail, and that although his partnership with him had been dissolved a considerable time, yet as the dissolution had not been legally made public, he feared he would be made liable.

5th. Answer to the fifth Interrogatory.

When Mr. Clark was on the point of departure from New Orleans for Philadelphia, in May, 1811, in consequence, as he told me, of the pecuniary embarrassments of D. W. Coxe, he said to me that he had well protected his daughter Myra by confidential trusts, and had also left with Chew and Relf a will in favor of his mother; that this will was the result of his situation at the time.

After his return he told me the report was not true to the extent he had feared. He complained very much of the conduct of Coxe. He referred to the will he made previous to his departure in May, 1811, as being made to meet the circumstances in which he had been placed by Coxe, but that now he had finally closed all transactions with said Coxe, and had made great pecuniary sacrifices in order to secure himself against all possible future claims.

6th. Answer to the sixth Interrogatory.

In eighteen hundred and thirteen some few months before Mr. Clark's death, he told me he felt he ought no longer to defer securing his estate to his daughter Myra by a last will.

Near this period he stopped one day at my house, and said to me he was on his way to the plantation of Chevalier De la Croix, for the purpose of requesting him to be named in his will one of his executors, and tutor to his daughter Myra. On his return, he told me with much apparent gratification that De la Croix had consented to serve, and that Judge Pitot and Col. Bellechasse had consented to be the other executors. About this time he told me he had commenced making his last will. Between this period and the time he brought his last will to my house, Mr. Clark spoke very often of being engaged in making his last will; he always spoke of it in connection with his only and beloved daughter Myra; said he was making it for her sake, to make her his sole heiress, and to insure her being educated according to his wishes. At the times Mr. Clark spoke of being engaged in making his last will, he told me over and over again, what would constitute its contents; that he should in it acknowledge the said Myra as his legitimate daughter, and bequeath all his estate to her, but direct that an annuity of

2,000 dollars a year should be paid his mother during her life, and an annuity of 500 dollars a year to a young female at the north of the United States, named Caroline De Grange, till her majority; then it was to cease, and 5,000 dollars were to be paid her as a legacy, and that he would direct that one year after the settlement of his estate 5,000 dollars should be paid to a son of Judge Pitot, of New Orleans, as a legacy; at the same period 5,000 dollars as a legacy to a son of Mr. Du Buys, of New Orleans; that his slave Lubin was to be freed, and a maintainance provided for him. In his conversations respecting his being engaged in making his last will, he talked a good deal about the plan of education to be laid down in his will for his daughter Myra, he expressed frequently his satisfaction that the Chevalier De la Croix, would be the tutor in his will, he often spoke with earnestness of the moral benefit to his daughter Myra from being acknowledged by him in his last will, as his legitimate daughter, and he often spoke of the happiness it would give his mother; he expressed the most extravagant pride and ambition for her, he would frequently use the emphatic language, that he was making her a bill of rights, he mentioned at these times, that this would contain a complete inventory of all his estate, and explanations of all his business, so as both to render the administration on his estate plain and easy to his friends, Chevalier De la Croix, Judge Pitot, and Col. Bellechasse, and as a safeguard to his estate, in case he should not live long enough to dissolve and adjust all his pecuniary relations with others. About four weeks before his death Mr. Clark, brought this will to my house, as he came in he said "now my will is finished," my estate is secured to Myra beyond human contingency, "now if I die to-morrow, she will go forth to society, to my relations, to my mother acknowledged by me, in my last will, as my legitimate daughter, and will be educated according to my minutest wishes, under the superintendence of the Chevalier De la Croix, and her interests will be under the care of Chevalier De la Croix, Judge Pitot and Col. Bellechasse, here is the charter of her rights, it is now completely finished, and I have brought it to you to read," he left it in my possession until the next day, I read it deliberately from beginning to end. In this will, Mr. Clark acknowledged Myra Clark as his legitimate daughter and only heir, designating her as then living in the family of S. B. Davis; Mr. Clark in this will bequeathed all his estate to the said Myra, but directed that an annuity of 2,000 dollars should be paid to his mother during her (his mother's) life, and an annuity of 500 dollars should be paid to Caroline De Grange, till she arrived at majority, when the annuity was to cease, and 5,000 dollars were to be paid her as a legacy. He directed that one year after his estate was settled, 5,000 dollars should be paid as a legacy to a son of Judge Pitot, of New Orleans, and that one year after his estate was settled 5,000 dollars should be paid as a legacy to a son of Mr. Debuys, of New Orleans; he provided for the freedom and maintenance of his slave Lubin, he appointed Mr. Dusuau

De la Croix, tutor to his daughter Myra, he gave very extensive instructions in regard to her education; this will, contained an inventory of his estate, and explanations of his business relations; he appointed Mr. Dusuau De la Croix, James Pitot, and D. D. Bellechasse, executors; the whole of this will was in Mr. Clark's handwriting, it was dated in July, 1813, and was signed by him, it was an olographic will, it was dated in July, 1813, and was signed by him, I was well acquainted with said Clark's handwriting. The last time Mr. Clark spoke to me about his daughter and his last will, was on the day he came out for the last time (as far as I know) from his house, which was the last time I saw him, he came to my house at noon, complained of feeling unwell, asked leave to have prepared for him a bowl of tea, he made his visit of about two hours duration, talking the whole time of his daughter Myra, and his last will; he said a burthen of solicitude was removed from his mind from the time he had secured to her his estate beyond accident, by finishing his last will, he dwelt upon the moral benefit to her in society from being acknowledged by him in his last will as his legitimate daughter, he talked about her education, said it would be the greatest boon from his God to live to bring her up, but what was next to that were his comprehensive instructions in his will in regard to her education, and her being committed to the care of the Chevalier De la Croix, who would be a parent to her. After Mr. Clark's death Col. Bellechasse stopped at my house and told me, Mr. Clark's last will was suppressed, and that the old provisional will of 1811, was brought forward, he repeated what Mr. Baron and Lubin said (as he said) about the matter; knowing well the unbounded confidence reposed in Lubin by Mr. Clark, I sent for him, he came and related to me what he said occurred, soon after said Clark's death; I understood that the notaries of New Orleans were summoned in court on the petition of Mr. Dusuau De la Croix, to swear whether they had a duplicate of Mr. Clark's last will, the late John Poultney, of New Orleans, deceased, who at the time of Mr. Clark's death was transacting my late husband's business under a general power of attorney (he the said Mr. Harper, having gone to the north about two months or a little more previously) came with several friends to examine an iron chest of Mr. Clark's, that stood in my house, in the faint hope as they said, of finding a duplicate of Mr. Clark's last will, that is, the will of 1813, this was immediately subsequently to Mr. Clark's death.

7. The seventh Interrogatory she answers:

Mr. Clark was a man of powerful and acknowledged talents, towering ambition, great pride and dignity of character, strong feelings, and affections. The spectacle of such a man absorbed in one object that seemed to engage all his faculties, was of itself highly impressive. To the excessive love for his child, all who were intimate with him could bear witness, but when he came to frame his last will, arrange his plans for her future aggrandizement, for her education and embody principles and advice for her government through

life, his wish and effort by means of his last will to carry himself beyond the grave, in all the relations as a parent to his sole and orphan child, these scenes are as vivid to my mind as is they had lately occurred.

Mr. Clark having for several months been dwelling on his being engaged in making his last will, had prepared my mind to see it finished, and when he brought it to me he exclaimed, "now my will is finished;" and when next day, after having read it carefully, I returned it to Mr. Clark, I playfully said to him, since the charter of Myra's rights, as you call your last will, is dated in July,—what a pity you did not finish it soon enough to bear the date of the fourth of July—the anniversary of the day the Americans promulgated their charter. Mr. Clark told me that he wished the existence of this will to be known only to a few friends for the present. He mentioned that he had given it to Col. Bellechasse, Governor Debernais, Judge Pitot, Chevalier De la Croix and Mr. J. Lynd, to examine. The mysterious disappearance of Mr. Clark's last will, produced great excitement among Mr. Clark's friends. A short time after the death of Mr. Clark, I heard with surprise that the Chevalier De la Croix, the tutor of Myra, in the last will, in whom Mr. Clark had so confidently trusted, became very friendly with Mr. Relf, and received from him a large number of Mr. Clark's negroes and other favors. Thus were the fond hopes of Mr. Clark ended.

To the first Cross Interrogatory

She answers—My name is Harriet Smyth, my age is fifty years, my present residence is Opelousas. In 1804 I removed to Louisiana; prior to this, I resided in and near Philadelphia. From 1804 till sometime in 1814, I resided in New Orleans, with the exception of an occasional visit which I made to Philadelphia; prior to removing to New Orleans, I married William Harper of Philadelphia, who died in 1828. In 1834 I married George Morris Smyth, M. D.; my name before marriage was Harriet Dover. I have been married twice; my present husband is a cotton planter, and exercises his profession.

To the second Cross Interrogatory.

This has been already answered.

To the third Cross Interrogatory.

The name of the said child was Mira Clark; she is a female; I understood from her father that she was born in New Orleans—she was born in 1806.

To the fourth Cross Interrogatory.

I do not know whether Mr. Daniel Clark was ever married or not.

To the fifth Cross Interrogatory.

I have answered that I do not know whether Mr. Clark was married or not—that is to say, I was not present at his marriage, and therefore do not know whether he was married; it was asserted that he was married to the mother of Myra; whether the unblemished character which she had borne, forbid the idea that she could form any connection except under the sanction of marriage, contributed to form this opinion, I cannot say. I am acquainted with the circumstances that produced the separation between Mr. Clark and the mother of his child, namely: when Mr. Clark departed for Washington as a delegate in Congress, he left with her Lubin's wife. While Mr. Clark was absent, individuals had or supposed they had, a great interest in dissolving his connection with the mother of his child, commenced a plan of breaking it up, by writing to Mr. Clark imputations against her, and by filling her mind with unfavorable impressions against him, till at length his mind was so poisoned that when he arrived at New Orleans he and she had a severe quarrel and separated; she immediately after this left New Orleans. If Mr. Clark was married, and had not promulgated it, there were strong interests opposed to the promulgation. If he was not married, strong interests were opposed to his marrying the mother of his child.

To the sixth Cross Interrogatory.

This has already been answered.

To the seventh Cross Interrogatory.

I have at different times conversed with Myra Clark Whitney and her husband, about Daniel Clark and his testamentary dispositions in her favor; I considered it my duty to make her acquainted with all that I knew about her father, that could be interesting to her. Her history was communicated to her a very short time before her marriage, she believing herself to be the daughter of Col. and Mrs. Davis. As to epistolary communication with her on that subject, as well as I recollect, there has been little or nothing. I last saw them in 1837; they never made any suggestions to me incompatible with delicacy and propriety.

To the eight Cross Interrogatory.

I never heard Daniel Clark acknowledge any other child than the said Myra, whom he called his legitimate daughter. He told

me she was his only child, that the mother of Myra had another daughter named Caroline, six or seven years older than Myra, who was the child of Mr. Degrange ; I never heard Mr. Clark say that he had any natural children. I never heard him say there was any stain upon the birth of his daughter Myra.

To the ninth Cross Interrogatory.

I have already before mentioned that I always understood that a Miss Carriere was the mother of Myra Clark, but whether she was married or not to Daniel Clark, I cannot say : but I did hear that at the time of Mr. Clark's marrying the mother of Myra, the bigamy of De Grange in marrying her had not been judicially established, and that therefore the marriage was private. I understood that subsequently De Grange was condemned criminally for bigamy in marrying Miss Carriere, while he had a living wife ; this was previous to my arrival in New Orleans. After my arrival I understood that the same fact was established in a civil action. Mr. Clark had papers to prove this fact, which I do not doubt would have been found with his last will, if that will had not been fraudulently suppressed after his death. I never saw De Grange, he had fled from Louisiana as I understood several years previous to my arrival in New Orleans. Myra was not nursed by her mother; Mrs. Davis, the wife of Col. Davis, as I have before mentioned, had the charge of Myra Clark from her extreme infancy until her father's death, and indeed I have sufficient reason to know that Myra continued with Mrs. Davis untill her marriage with Mr. Whitney. The plan of her education traced out and provided for by her father in his last will of 1813, having been frustrated by the suppression or purloining of that will. Mr. Clark never specified to me his reasons for placing his daughter Myra under the care of Mrs. Davis. This lady possessed distinguished merit, and in every way fully justified Mr. Clark's unbounded confidence.

To the tenth Cross Interrogatory.

I have already spoken of the time as well as I recollect of Myra's birth. She was born in New Orleans, and bore the name of Myra Clark, when I lived in that city.

To the eleventh Cross Interrogatory.

Mr. Clark's last will, (which was dated in July, 1813,) was not admitted to probate, but instead of that last will, the former provisional will of 1811, of which I have already before spoken, was admitted to probate.

To the twelfth Cross Interrogatory.

I never studied law, but always understood that a father could leave property to his children consistently with law. Myra Clark Whitney and her husband might very naturally have taken up ideas about her father's testamentary dispositions from me, for the reasons already stated, but I certainly never took up any ideas from them about those dispositions. My feelings towards Daniel Clark's daughter are those of disinterested friendship. I am not connected with her by ties either of affinity or consanguinity, and have nothing to gain or lose by the result of this suit.

To the sixteenth Cross Interrogatory.

I have already said that I knew Myra Clark within a few days after her birth, and that I suckled her. As to her mother, I knew her only from report, and judged her to be a lady of respectable standing from her intimacy with Mrs. Relf, the first wife of Richard Relf, now cashier of the Louisiana State Bank. I was not present at the birth of Myra. I know not, as I have already said, if Mr. Clark was married with her. There were rumors of a private marriage between them.

To the seventeenth Cross Interrogatory.

I have neither seen or heard read the interrogatories or cross interrogatories referred to, before called upon to answer the same. I have already before stated my conversations with Mr. and Mrs. Whitney about Mr. Clark's testamentary dispositions, and recollect nothing to add upon that subject.

To the eighteenth Cross Interrogatory.

The English language is my mother tongue.

Signed, HARRIET SMYTH.

Sworn to and subscribed at Opelousas in the aforesaid parish of St. Landry, this 12th day of April, 1838, as aforesaid.

Before me.

Signed, GEO. KING,
Parish Judge.

STATE OF LOUISIANA, *Parish of St. Landry.*

Pursuant to the aforesaid commission, appeared before me, Geo. King, parish judge in and for the aforesaid parish of St. Landry, Mrs. Harriet Smyth, wife of Dr. George M. Smyth of said parish, who being first sworn as the law directs, gave the preceding answers to the interrogatories in chief, numbered 1 to 7, and to the

cross-interrogatories numbered 1 to 16, annexed to said commission, which answers reduced to writing, and signed by the said Harriet Smyth, are contained in the foregoing thirteen pages, and are annexed to said commission and therewith returned.

Given under my hand and private seal at Opelousas, this 12th day of April, 1838.

Signed, GEO. KING, [L. S.]
Probate Judge.

Envelope.

"To the Clerk of the Circuit Court of the United States,
For the Eastern District of Louisiana,
New Orleans."

Whitney
vs.
Relf & Chew.

Opened by me by request of R. H. Chinn, Esq.,
Signed, J. G. A. HOIT,
Dy. Clk.

New Orleans, April 5th, 1839.

Consulate of the United States of America,
Matanzas.

I, C. P. Traub, Vice Consul of the United States America, at this port, and residing within the same, do certify, that in pursuance of the annexed commission and interrogatories to me directed by the circuit court of the United States for the eastern district of the State of Louisiana, in a suit in chancery therein pending, wherein Wm. W. Whitney and wife are complainant, and Richard Relf and others are defendants, I proceeded on the twenty-first day of August last, to the sugar estate of Colonel Joseph Deville Degoutin Bellechasse to take his deposition to be read in evidence in said case, and the foregoing deposition was then and there taken, subscribed and sworn to before me. All which is hereby certified to said court.

Witness my hand and seal of office, this sixth day of [L. S.] September, 1837.

Signed, CHARLES P. TRAUB,
Vice Consul.

CIRCUIT COURT OF THE UNITED STATES,
For the Eastern District of Louisiana.

To the American Consul or Vice Consul at Matanzas.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Joseph Deville Degoutin Bellechasse, and him duly examine on oath, touching and concerning certain matters and doings in a cause now depending in the said court, wherein W. W. Whitney and wife are complainants, and Richard Relf, Beverly Chew and others are defendants, in equity; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, Chief Justice of the Supreme Court U. S. at the city of New Orleans, this
[L. S.] 5th day of August, Anno Domino, 1837, and the 62d year of the Independence of the United States of America.

Signed, T. W. COLLENS,
Dy. Clerk.

IN THE DISTICT COURT OF THE UNITED STATES,
For the Eastern District of the State of Lousiana.

WM. W. WHITNEY
and MYRA C. WHITNEY, Complainants.
against
RICHARD RELF,
BEVERLY CHEW and others, Defendants.
} In Chancery.

Interrogatories to be propounded on behalf of the complainants to Joseph Deville Degoutin Bellechassee, Mrs. Harriet Smith, Samuel B. Davis, Mrs. Eliza Clark and Chevalier de la Crovin.

1st. Were you or not acquainted with the late Daniel Clark, of New Orleans?

2d. Were you or not at any time on terms of intimacy with him, and did you or not enjoy his confidence?

3d. Do you know or not whether the said Clark at the time of his death left any child living? if so, state who that child is, how you derived your information or knowledge upon the subject, and particularly all that you may have heard the said Clark say, touching that matter and his conduct towards and treatment of said child.

4th. Do you know whether the said Clark, at any time, during his life, made any provision for said child? and if so, state particularly all you may know upon that subject.

5th. If you have any information or knowledge touching a will of said Clark, made about May, 1811, relate all you may know of the said will and the circumstances under which it was made, and whether or not the said Clark did not thereafter express his determination to make another will? State all you may have heard him say upon that subject.

6th. Did or not the said Clark make a last will and testament about the year 1813? State all you may know touching that matter, or what you may have heard from him relative thereto, and the contents of the will as far you can recollect.

7th. If you know any thing further material to the controversy herein, and of interest to the complainants or defendants, relate it.

Signed, GRYMES, CHINN & CO.,
For Complainants.

Filed, February 6, 1837.
Signed, T. W. COLLINS,
Dy. Clerk.

IN THE DISTRICT COURT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

WILLIAM W. WHITNEY,
and MYRA C. WHITNEY,
against
RICHARD RELF,
BEVERLY CHEW and others.
} No. 3823. In Equity.

Cross-Interrogatories to the interrogatories filed by the complainants on the 6th February, 1837, and by them propounded in their behalf to Joseph Deville Degouttin Bellechasse, Mrs. Harriet Smith, Samuel B. Davis, Mrs. Eliza Clark and Chevalier de la Croix.

☞ The commissioner who may receive the answers to the interrogatories of the complainants, and to the following cross interrogatories, is notified that it will be required of him to certify that the said several interrogatories and cross interrogatories were answered by the deponents separately and apart from each other, and from other persons; and that neither the chief or cross questions were shown to or read by the deponents, or to or by either of them, and that each question, under each separate chief and cross interrogatory, was answered in the order in which the several ques-

tions are propounded, and that he did not permit any deponent to see or read any succeeding interrogatory until his answer to the preceding had been fully taken down, and especially that no communications or suggestions were made in the presence of the commissioner, or to his knowledge or belief by any attorney or agent of either of the parties to either of the deponents; and also to certify that he carefully cautioned each witness to distinguish accurately, in each answer, what he or she stated from his or her personal knowledge, and what from hearsay, and let it so be written down in the answers: what is of personal knowledge, and what of hearsay?

☞ The complainants are notified that all legal exceptions are reserved to each one of their interrogatories, and especially do the respondents, in propounding these cross interrogatories, reserve to themselves the right to demur, plead, or answer, hereafter, as they shall be advised, and at all times to declare and shew that this honorable court hath not, either in equity or at law, any jurisdiction of the matter of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clark, the pretended ancestor of the complainant, Myra, the same being a court where a plain, adequate, and complete remedy may be had at law by the complainants, for any and all of their supposed claims against the succession of the said Daniel Clark, and full redress for their many grievances set forth in their said bill of complaint. Protesting, therefore, against this proceeding, and not intending to waive any right, or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, surprise, or fraud, and wishing to advertise the complainants of the purposes of such of the respondents only as sign these cross interrogatories, said respondents here acting in his, her, and their own behalf, and each one acting for him or herself separately, propound the following

Cross Interrogatories.

1st. Will you, and each one of you, answering any interrogatory of the complainants, state your name, age, and present residence, and where you reside during each year, from 1800 to 1814, and state your employment, and mention your means of acquaintance with Mr. Daniel Clark, formerly of New Orleans, and who is said to have died in that city, in the summer of the year 1813? Mrs. Harriett Smith and Mrs. Eliza Clark, two of the witnessess proposed to be examined by the complainants, are particularly requested to state what were their names before marriage, and if they were married more than once, to state the names of their several husbands.

2nd. If you say you were upon terms of intimacy with Mr. Clark, state if you please how you came to be thus intimate with him; when

that intimacy commenced, under what circumstances, and in what place it commenced, and how long it continued; when it ended, and whether it was ever interrupted, and if it was, for what cause.

3rd. If you answer the third interrogatory in chief affirmatively, state the sex, name, and age of the child, and where and when the child was born. Be very particular, if you please, in stating these matters with great accuracy, and mention, in detail, what circumstances enable you to recollect, with accuracy, the matters about which you are interrogated.

4th. Was Mr. Daniel Clark, about whom complainants interrogate you, ever married? If you answer affirmatively, state when, where, and to whom—by what priest, clergyman, or magistrate, and who were the witnesses present. Were you among the witnesses? and if so, who was present with you? Answer with great particularity.

5th. Did Mr. Clark (if you say he was married) introduce his wife to his friends and acquaintances, and was she received and recognized in New Orleans as his lawful wife? If you answer that she was not so received, state why she was not; and mention the reasons which did, in your opinion, induce Mr. Clark to introduce her into society, or was his marriage private? If so, why was it private; and what circumstances could or did induce him to keep that marriage secret from his friends and the public?

6th. If, in answering the sixth interrogatory of the complainants, you say that Mr. Clark made any provisions for the child whom you are asked to state he left, at his death, state what that provision was, and in what did it consist? Lands, houses, lots, slaves, stocks, bonds, mortgages, or what? State particularly, and mention the amount; and state how you happened to know all these matters.

7th. Will you state whether you have ever had any correspondence or conversation with the complainants, or with either of them, on the subject of the pretensions of the complainant, Myra C. Whitney, to be the daughter and heiress of the estate of Mr. Daniel Clark? and if you have had any such correspondence, annex it to your answer, or any such conversation, state the nature of it, what was desired, and what it was intimated to you it was important you should prove; mention when you last saw the complainants, or either of them, and which of them, and whether you were not then, or at some other time, informed that your testimony would be wanted and required touching the matters about which you have now been interrogated.

8th. Did you or not ever hear Mr. Clark acknowledge that he had any natural children in New Orleans, and particularly, did you or not ever hear him acknowledge two female children, the one named Caroline, and the other named Myra; and is or not that Myra one of the complainants in this case? Did you ever hear him say that he intended to leave by will, money or property enough to take the stain off her birth, if you heard him use such expressions or those of

a similar character, state what you suppose he meant by taking off the stain from the birth of his own legitimate daughter?

9th. Will you state who was the mother of the complaimant Myra; and did the mother nurse Myra? If not, why not? Who did nurse her? Did her mother die and leave her an infant? Or was she too sick and too feeble to nurse that child? Did the mother of Myra the complainant, nurse and raise her or not? If not, who did? Mention particularly and all the circumstances?

10th. If you know where the complainant Myra was born, state the precise date and place, and state if you know by whom and where she was raised, and whose name she bore, and why she bore that name?

11th. Was not the last will of Mr. Clark admitted to probate in the proper tribunal at New Orleans, if you undertake to say any thing about a will which it is supposed Mr. Clark made either in 1811 in 1813, or at any other time, state nothing but what is of your own personal knowledge, and be careful to avoid stating any thing which is of hearsay.

12th. If you state any thing about any supposed will of Mr. Clarke, or of any of its provisions, state whether you are sufficiently acquainted with the ordinances and laws of the territory of Orleans and State of Louisiana, to form a correct opinion as to the legality of the will, in form and in its different provisions; have you ever studied the laws of Louisiana, if aye, how long? if not, how can you express any opinion about them? Have you not frequently conversed with the complainants respecting the supposed provisions of a will supposed to have been made by Mr. Clarke in 1813? And if you have, may not the opinions you have expressed in your answers to the sixth interrogatory of the complainants be somewhat influenced by such conversations? And state what are your feelings and affections towards the complainants, whether you are related to or connected with either of them, and if you are, how and in what degree or way? And whether you have any interest in the event of this suit?

13th. Will you, Col. Bellechasse and Mr. Dusuau de la Croix for yourselves personally, in addition to the foregoing interrogatories, be pleased to state whether or not some time during the year 1810 or thereabout or some other time, between the year 1806, and the period of his death at New Orleans, Mr. Daniel Clarke the gentleman about whom you have now been interrogated did or not convey to you certain lots of land situated on what is called the Bayou road in the rear of the city of New Orleans; and if so state as nearly as you can recollect, the number of these lots, and for what purpose Mr. Clark conveyed them; and whether you have accomplished that purpose, and if so, where? Were not said lots in fact and in truth conveyed to you in trust for the complainant Myra, and if they were, will you be pleased to state what motive induced Mr. Clark to convey property in trust for his supposed legitimate daughter, the sole heiress of his estate?

14th. Will you Col. Bellechasse and Mr. De la Croix state further, in addition whether or not said trusts were not confided to you for the purpose, in part of being conveyed to another supposed natural child of Mr. Clark named Caroline, and if so, state whether or not, the same has been so conveyed to said Myra and Caroline?

15th. Will you Col. Bellechasse particularly and in addition for yourself individually, state whether or not, some time during the year 1822 and at other times, you corresponded on the most friendly terms with Mr. Richard Relf, one of the respondents in this case, and whether you ever alluded to two female children named Myra and Caroline, of whom Mr. Daniel Clarke supposed himself the father; and state particularly if you recollect having used in one of those letters to Mr. Relf, such expressions as the following "Neanmoin et relativement a M'lle Caroline. "Jepuis dire et meme Jurer que Clark, avoit une trop belle ame et le cœur trop bien placé pour avoir eté capable ayant deux enfants qu'il adorait d'en avoir voulu favor riser une, en laissant l'autre exposée ä mendier sou paiu, et livrée aux vicissitudes qu 'entraine la misére?"

Will you now sir, please to state if you could say, and were indeed ready to swear in 1822 and at othes times, that Mr. Clak had two children whom he adored, one of them named Caroline, how you can declare that the complainant Myra, is the legitimate daughter and only daughter of Mr. Daniel Clarke? If you had occasion to change your opinions on these points, state when you so changed your mind, and what reasons induced such change, mention the names of the persons who induced such change; and when you first knew or believed Mr. Clark was a married man?

16th. To Mrs. Harriet Smith, particularly, and in addition to the first twelve questions: Will you, Madam, be pleased to state whether you knew the mother of Myra, the complainant, intimately, and if so, how long and whether you associated familiarly with her; pray mention whether you were present at the birth of Myra, and whether you saw the child frequently after her birth, and how soon thereafter; state also whether Myra was nursed by her mother; if not, why not? and by whom nursed, and why and whether also Myra's mother was known and received publicly in New Orleans as the lawful wife of Mr. Daniel Clark, and whether you knew or believed then that Mr. Clark was married to Myra's mother; if you did know of any such supposed marriage, did other persons know the facts as well as yourself? if so, who? mention the names of all persons whom you may recollect who knew these matters as well as yourself; state all circumstances with great particularity.

17th. To all the witnesses, will each one of you, in answering any of these direct or cross interrogatories, state whether you have seen, examined, read or heard read any one of them, or copies of them, at any time or place before you were called upon by the commissioner to answer them; if aye, state where, when and by whom they were thus shewn or read to, or by you, and for what

purpose ? state also, each one of you, whether you have had any conversation or correspondence, within the last three or four years, with the complainants, or with either of them, respecting their supposed claims against the estate of the late Daniel Clark, and if you answer affirmatively, state why, when and where such conversation or correspondence occurred, and the nature and amount of them, so far as your memory will serve you, and who was present at such conversations ? If you have any letters from the complainants, or from either of them, on the matters referred to in these direct and cross interrogatories, annex them to your answers if possible, and if not possible, state why ? and then, if you have preserved and cannot annex them, give true extracts of them, and if that be not possible, state your recollections.

18th. What is your own maternal language if not English ; do you understand that language perfectly ? and if you do not understand English, how have you contrived to answer these chief and cross interrogatories ; who has translated them to you ?

Signed,

L. C. DUNCAN,
For Richard Relf and Bev. Chew.
J. J. MERCIER,
For the Mayor and Aldermen of New Orleans, Soniat Dufossat and Louis Desdunes.
R. M. SHEPARD,
For P. O. Sorbe and Rene Lemonier.
P. A. ROST,
For Maria Holliday and Dusuau de la Croix.
H. LOCKETT,
For James Field.
ISAAC T. PRESTON,
For Widow Jaubert, and Luke Vigneau, Charles Patterson, Mr. Calloway, Charles Fonde, Belfine Berdule, Antoine Piernas, and John Mathew, Ramon Masana, and Manuel Marquez.
JOHN SLIDELL,
For John Minturn, George Kenner and Duncan Kenner.
JULIEN SEGHERS,
For F. H. Petitpain, Claude Reine Samory and Louis Lallande Ferrier.

Endorsed : Filed 9th March, 1837.
Signed T. W. COLLINS, *Dy. Clerk.*

CLERK'S OFFICE, UNITED STATES COURT.

I do hereby certify the foregoing to be a true and correct copy of the originals on file in this office.
New Orleans, this 5th August, 1837.
Signed T. W. COLLINS, [L. S.]
Deputy Clerk.

1st. To the first interrogatory. I knew the late Daniel Clark, of New Orleans.

2d. To the second interrogatory. I enjoyed his friendship and confidence many years.

3d. To the third interrogatory. I knew from what Clark told me in repeated conversations, that he had a daughter named Myra, now the wife of W. W. Whitney, and that he treated her with the utmost paternal affection. Clark carried me with him on divers occasions to see Myra, and in my presence he manifested for her the most ardent love. Said Daniel Clark always gave me to understand as well by reason of his extraordinary affection for said Myra, as by his positive declaration to that effect, that she would be the heiress of his fortune.

4th. To the fourth interrogatory. In 1811, when said Clark was about to make a visit to the north, in a formal act or deed of sale before a notary public, he conveyed to me some lots—perhaps fifty, as if I had paid the due price for them, when in truth nothing had been paid, for the sale was made with or under the confidential understanding that I should hold them for the sole use and benefit of said Myra, in the event of the death of said Clark before his return.

5th. To the fifth interrogatory. That in the same epoch, in 1811, said Clark made known to me, that on account of a special emergency that called him to the north, he had made a will, to the best of my recollection, in the month of May in that year, which he merely assigned as a provisional will, in which Richard Relf and Beverly Chew were named as executors; and that although he did not mention his said daughter Myra in that will, yet by confidential modes he had already amply provided for her, and that will said Clark told me he had deposited in the hands of said Relf. On the return of said Clark, I wished to reconvey to him the said lots, but Clark would not allow me to do so, wishing, as I suppose, to give another proof of his confidence in my honor and rectitude, particularly as he (Clark) never wished to receive any written acknowledgment of the confidential nature of said sale.

6th. To the sixth interrogatory. That in the year 1813 said Clark told me he was thinking of reducing to order his affairs, that were various and complicated, and of making his last will, so as not to leave any longer exposed to risk the standing and fortune of his child, and that he wished me to consent to become one of his executors. He did so consent. Said Clark spoke of Judge Pitot and Chevalier de la Croix as persons whom he contemplated to have associated with him. With much reflection and deliberation said Clark spoke of his being occupied in preparing his last will. On these occasions in the most impressive and emphatic manner he spoke of the said Myra as the object of this last will, and that he should in it declare her to be his legitimate child, and heiress of all his estate, and he accordingly so made his last will. A very short time before the sickness that ended in his death, he,

Clark, conversed with us about his said daughter Myra in the paternal and affectionate terms as theretofore. He told us that he had completed and finished his last will. He, Clark, therefore, took from a small black case his said last will, and gave it open to me and Judge Pitot to look at and examine. It was wholly written in the handwriting of said Daniel Clarke, and it was dated and signed by the said Clarke in his own handwriting. Pitot, de la Croix, and myself were the executors named in it, and in it the said Myra was declared to be his legitimate daughter, and the heiress of all his estate. Some short time afterwards I called to see him, Clarke, and learned from said Relf that the said Clark was sick in bed, too sick to be seen by me; however I, indignant at an attempt to prevent me from seeing my friend, pressed forward into his room. He, said Clark, took him by the hand, and with affectionate reprehension said, "How is it, Bellechasse, that you have not come to see me before since my sickness? I told Relf to send for you." My answer was, that I had received no message or account whatever of his sickness from Relf. I said further, my friend, you know that on various occasions I have been your physician, and on this occasion I wish to be so again. He looked at me and squeezed my hand. Fearful of oppressing him, I retired, and told Relf that I would remain to attend occasionally to Clark. Relf said there was no occasion for it, that the doctor or doctors had ordered that he, Clark, should be kept as quiet as possible, and not be allowed to talk. I expressed apprehension for the situation of Clark, but Relf expressed a different opinion; and on his, Relf, promising to send for me if there should appear to be any danger, I departed. On the next day, without receiving any message from Relf, I went and found Clark dead. I continued my way till I reached Pitot's, whom I found much afflicted by the death of Clark, and very indignant at the conduct of Relf, as well for having always prevented the assistance of Clark's other friends, as for not having notified them (particularly him, Pitot, who lived near Clark,) of his approaching dissolution, that by their presence the fraudulent suppression of the last will of Clark might have been prevented. What! I said, has Clark's last will disappeared? Yes, my friend. It was not in the case in which he had placed it, and the succinct and provisional will of a dozen lines which he previously made when about sailing for the north, and which he delivered to Relf, has been brought forward by Relf. Pitot, as well as others, always spoke with the utmost indignation of the fraudulent suppression or destruction of the said last will of 1813, and the fraudulent substitution in its place of the provisional will of 1811, all of which we attributed to interested villany.

7th. To the seventh interrogatory. In the autumn of 1831 I saw in a newspaper a letter of said Relf, being an answer to some remarks on the verdict that had been awarded against him in a suit with R. R. Keene for libel in accusing him, Relf, with the suppression of said Daniel Clark's last will and embezzlement of his

estate. In that letter said Relf declares that said Myra, if she be the child of said Clark, is the offspring of an adulterous bed. Knowing that this was a calumny, and a most shocking one, on the name and memory of my deceased friend, and a most cruel and wicked one on the birth and name of his child, I, the cotemporary of Clark, and acquainted with the facts, wrote to Mr. Whitney that the statement of said Relf was untrue, and that before the birth of said Myra, De Grange had been condemned for bigamy in marrying Miss Carriére, and requested that my letter be published. Mr. Whitney did not think proper to publish this letter, which I regret, as I feel that justice had not been rendered the grave of my departed friend, against whom, if living, no one would have uttered such a calumny. Dead, Mr. Relf is the last person who should asperse his ashes; for though he had withdrawn his confidence from him, still Mr. Relf had received from him not only the greatest pecuniary favors, but, taking him out of obscurity and indigence, Clark, with the nobleness of soul which distinguished his character, extended to him his kindness. I was the more shocked with this statement of Relf because Relf knew to the contrary. I think it my duty now to declare what I know to be a fact, that said De Grange was condemned for bigamy in marrying Miss Carriere (subsequently the mother of Myra) several years prior to the birth of said Myra. The prosecution and condemnation of said De Grange for said crime of bigamy took place at New Orleans towards the close of the Spanish domination in Louisiana, his first and lawful wife, whom he had married previous to his coming to Louisiana, (as it was proved) coming to New Orleans in pursuit of him. When said De Grange practiced the infamous deception of marrying Miss Carriére it was the current opinion in New Orleans that he was a bachelor or a single man.

To the cross interrogatories he answers—

1st. To the first cross interrogatory. My name is Joseph Deville Degoutin Bellechasse. I was born in Louisiana in 1760, and followed the profession of arms there until it was transferred to the United States. After the transfer of the United States I held various important civil and military offices under the American Government, and managed my own affairs, which were extensive, and related principally to real estate. I continued to live in Louisiana until 1814, and then established myself in this island, where I reside on my sugar estate, and enjoy the rank of lieutenant colonel in the service of Her Majesty the Queen of Spain. My means of acquaintance with said Clarke were various, friendly intercourse, business connexion, and political connexion.

2d. To the second cross interrogatory—My friendship and intimacy with said Clark began towards the end of the last century, and lasted, with uninterrupted harmony and confidence, till his death, which happened in August, 1813. I was intimate and intimately connected with him under a variety of circumstances. For several years previous to the transfer of Louisiana to the United

States, I had been in habits of the greatest intimacy with said Clark; this was commenced by our liking each other, and was cemented and made permanent by proving ourself worthy of confidence and friendship. Our business and political connexion only drew closer the chords of friendship. Such was my respect for him, said Clark, that when, in November, 1803, I was solicited by the French colonial prefect, Mons. Loussat, to accept the command of the militia of the province of Louisiana, then about to be delivered to him by Spain, and not knowing with what view the prefect was actuated, resisted his offer, and communicated the same to the said Daniel Clark, then United States consul at New Orleans, who disapproved of my refusal, and earnestly recommended that, if it was not too late, I should accept the proffered command; giving as a reason that he believed the tranquillity of the country would be insured by so important a trust being confided, at such a juncture, to a man attached to good order, and who possessed the confidence of his fellow-citizens, and that he was persuaded such conduct would be agreeable to the government of the United States. In consequence of which, I informed the prefect that I would take the command of the militia; which was given me, as soon as Spain surrendered the country. I also, when the American commissioners arrived in New Orleans, and possession of that city was given to them, I yielded to the wishes of said Clark, in accepting the command of the militia, then again offered me. I was one of those intimate friends whom, in 1806, said Clark assembled at his house, and after informing them of the imputed intentions of Colonel Burr, advised to exert their influence with the inhabitants of the country to support the United States' government, and notwithstanding the incapacity of the governor to rally around him and afford him every aid, and to prevent, if possible, a meeting of the legislature, in case Colonel Burr should gain possession of the city, and such meeting should be called and attempt to assemble; regretting that he must leave for Washington. I was a member of the legislative council of Louisiana, and I was a member of the convention that assembled in 1812, and framed the constitution of that State; said Clark was the head of that political body of which I belonged. I have explained at least some of the causes and circumstances of my intimacy with said Clark.

3d. To the third cross interrogatory.

The said Myra, the daughter of the said Daniel Clark, was born in New Orleans, as well as I can recollect, in 1806.

4th. To the fourth cross interrogatory.

I cannot swear that Clark was married to Miss Carriere, the mother of his child, although many persons affirmed that such was the fact; but I am well assured, if he was not maried to her, that he was never married to any other woman.

5th. To the fifth cross interrogatory.

If Clark had been married to Miss Carriére, the cause for concealing his marriage might have been found, perhaps, in the suggestion of his pride, alarmed on account of her misfortune, resulting from the deception practised upon her by said De Grange, when, according to his coat of arms, (which he did not fail to lay considerable stress upon, though he was a republican citizen,) he carried his pedigree up to the ancient kings of Ireland.

6th. To the sixth cross interrogatory.

From said Daniel Clark himself, in repeated conversations, and from his last will of 1813, I know that he, said Clark, left to his daughter Myra all his estate; which consisted of plantations, of lands of immense value, of numerous slaves, of many debts that were due to him, and other various classes of property which, altogether, made him a man of great wealth.

7th. To the seventh interrogatory.

To fulfill my sacred duty towards said Clark, and his daughter said Myra, I wrote and sent her many years before I saw her in Matanzas in 1833, two letters by a safe conveyance to Philadelphia; one of which went to the care of Colonel Davis, with whose wife said Myra was then living; and the other was directed to the care of Mr. Heelings of same city. In these letters I informed her of the confidential trust held by me for her from her father, and of the fraudulent suppression of her father's last will, made in her favor. But neither of these letters, although sent by a safe conveyance, got into her hands, as she assured me afterwards in Matanzas. In that place I spoke at length with her and her husband of her rights, and of the cruel suppression of those rights, since that time I have never seen them. But I often afterwards wrote to them both, particularly to console them for the cruel imprisonment which Mr. Whitney had suffered in New Orleans, for taking some preliminary steps for the investigation of his wife's rights. On some occasion, I wrote to them again, always assuring them of my friendly and almost paternal feelings towards the child of my old friend. With great pleasure I would see all my letters published, but as I am ignorant of any right on the part of Mr. Relf, and those who are associated with him in this cause, to wrest from me private letters, written in the way of mere friendship (now that there is no inquisition in the Spanish dominions, and if there should be a holy office in Louisiana, I am not subject to its jurisdiction,) I am not disposed to acquiesce in so unreasonable a pretension, even if I retained copies of my own letters and the letters themselves that have been written to me, neither of which I am not quite certain, is the case. But I give full permission to Myra or her husband, to publish or carry into court for judicial inspection, any letters that I may have written to them or either of them.

8th. To the eighth cross interrogatory.

I never heard said Daniel Clark speak of having any other child besides the said Myra. I never heard him say that she was a natural child. I never heard him speak of any stain upon her, or her birth; but on the contrary he styled her in his will of 1813, his legitimate daughter. He told me that she was his only child.

9th. To the ninth cross interrogatory.

The answer to the cross interrogatory No. 9, in reference to the mother of Myra, is anticipated in the answer to the interrogatory in chief No. 7. I saw said Myra in her childhood, in the house of Mrs. Davis, a respectable lady, the wife of Colonel Davis, to whom Clark had rendered many favors. Said Clark never made known to me his motive for placing said Myra under the care of Mrs. Davis.

10th. To the tenth cross interrogatory.

Said Myra Clark was born in New Orleans, according to the best of my recollection in 1806, and lived with Mrs. Davis as just mentioned. I always thought and believed that in the life time of her father, said Daniel Clark, she bore his name.

11th. To the eleventh cross interrogatory.

The last will of said Daniel Clark, made in 1813, was never admitted to Probate in New Orleans, or in any other place, but that will was fraudulently suppressed, and Clark's old provisional will of a dozen lines of 1811, that was deposited in the hands of said Relf, was the one which he, Relf, delivered up for Probate, instead of the last will of Clark of 1813.

12th. To the twelfth cross interrogatory.

My profession was that of a military man and not that of a lawyer, yet from my extensive business transactions in Louisiana, from the civil offices which I held under that government, from my duties as a member of the legislative council of Louisiana, from my associations, &c., I became acquainted with many of the laws of that country, and on so plain a subject as an Olographic will, I consider myself competent of judging of the legality of such will. The last will of Clark, viz: his will of 1813, was legal in form, because it was written wholly in his (Clark's) handwriting, and was dated and signed by him. It was legal in its provisions, because Clark had the power, even supposing his child had not been born in marriage, of giving her all the rights of a child born in marriage by declaring her in his last will, his legitimate daughter, for she

had the capacity of acquiring those rights, as the bigamy of De Grange, in marrying Miss Carriere, left her in a free condition, and Myra was born several years after the detection and establishment of De Grange's bigamy in marrying Miss Carriere (the mother of Myra,) this was the plain and positive law of Louisiana, and known to be so by every intelligent person.

The subject of one's last will is a subject which he soon makes himself acquainted with when there is a sufficient motive. Few men were equal to Clark in talents and intelligence; he was well instructed in the principal matters that appertain to a gentleman, and the proprietor of vast possessions; and the future happiness, fortune and standing of his child were the objects dearest to his heart, and he satisfied himself that there was no obstacle to his bestowing his fortune upon her. Pitot, the judge of the court of probate at New Orleans, was one of the executors in Clark's last will, viz, that of 1813. Pitot examined the said will after it was finished, and he should have known whether the said last will of Clark's was legal in form and in its provisions.

Few lawyers in Louisiana were better acquainted with the laws than Clark, and had he not been, he numbered among his intimate friends some of the ablest lawyers of that State, and he was the last man to neglect any means necessary to accomplish an object, which he was so intent upon. I consider myself capable of relating facts with which I am acquainted, with as much clearness, (though less ornament,) as any juris-consult. I am not related to, or connected with the complainants or with either of them. I have no interest in the event of this suit; it would be impossible for me to receive impressions about a subject with which I am familiar, and so peculiar a kind as this, from other persons, much less from those who would have to come to me for information. My only desire is that the issue be conformable with justice.

13th. To the thirteenth cross interrogatory: In 1811, by a formal act of sale, before a notary public, Clark transferred to me some fifty lots of ground within the limits of New Orleans, near the Bayou road of St. Johns, and acknowledged the receipt of a due legal consideration for the same. But it was confidentially understood, that the lots so sold and conveyed to me, were for Myra, and her alone; and that to her he would convey them, in the event of his, Clark's death, before his return from the north; for he was then about to make a visit there.

After his return, I wished and offered to re-convey to him the aforesaid lots, but Clark would not allow me to do so; thus evincing his delicacy, and the full confidence he had in my honor and integrity. I understood that about the same time, in 1811, Clark made trusts for his child with other friends; that he made a deposit with Mr. De la Croix, and that with or under a receipt, he deposited in the hands of Colonel Davis, title papers for real or immoveable estate or property, and claims due to him of great value, for Myra.

Respecting the motive of Clark in acting thus, I am of opinion, that Clark, overtaken by sudden emergency, and with or without cause, doubted of the integrity of Relf and Chew, and of their good faith towards him in the management of his affairs; and being aware of the uncertainty of life, placed out of the reach of those persons, (Relf and Chew,) the interests of his daughter, by means of said confidential trusts and deposite of titles, when he made his summary will, viz, of 1811, of some dozen lines, and put it into Relf's hands, calling them in it his executors; and this summary will was the will, as he feels assured, because the urgency that called Clark to the north, was so sudden as not to allow him time to make a detailed will, like that of 1813.

14th. To the fourteenth interrogatory: That Mr. Clark never entrusted any to me, but for his daughter Myra, whom he acknowledged to be his daughter.

15th. To the fifteenth interrogatory: It will be necessary to enter into many details in answering this interrogatory. Mr. Clark had always been a patriot and an enthusiastic lover of liberty, and under the influence of these feelings, always refused to become a Spanish subject, and when the United States acquired Natchez, he became a citizen of that country, although he continued to reside in Louisiana. On various occasions he exerted his influence in favor of that country, at the hazard of his life and fortune, with that sagacity and foresight for which he was so distinguished. Said Clark appreciated the physical advantages of Louisiana, and pressed upon the attention of the United States Government the importance of purchasing that territory. At great expense and labor he procured information concerning the interior, forwarded to that government the results. For their benefit he translated from Spanish and French into English original documents. He pointed out the future value and greatness of that region, and at length the American Government was stimulated to obtain it. The United States owe the acquisition of Louisiana to Daniel Clark. Previous to the purchase of Louisiana by the United States, he possessed an ascendency over the people of Louisiana, and they, deriving their opinions principally from him, passed under the American government with the strongest impressions of its wisdom and justice. But unhappily, the governor appointed to the province at this important period was very weak minded, and the policy adopted was neither wise nor conciliatory. Jealousies and almost civil strife were the immediate consequences, and bloodshed was often prevented solely by the personal interposition of said Clark; such was the weight of his character, such the purity and greatness of his mind.

The final effect of this was to produce hostility between said Clarke and Governor Clayborne; and two political parties arose, one sustained by all the influence of the governor, invested with the almost absolute powers of a Spanish governor, and by the aid of the General Government; and after said Clark, in obedience to a call on

him in Congress, exposed General Wilkinson's corrupt practices by all the influence he could add. The other party rallied under Mr. Clark, whose power consisted in his great talents, great name, and the unlimited confidence reposed in his opinions and integrity; such characters as Edward Livingston moved, subject to Mr. Clark's orbit. I was a native of Louisiana; and it so happened that I had, or was considered to have, extensive influence; and I was the intimate friend of Clark, politically as well as personally, consequently I shared in the political warfare, and I experienced a large share of the hostility and hatred that were felt for him, and after his death was transferred to me. After said Clark's death I left New Orleans on business, and while absent said Relf made known to me that my enemies had now devised, what they would have been far from daring, if I had been present, a wicked scheme by which they hoped and expected to destroy my fame and fortune, and perhaps my life. That I was charged with no less a crime than I had gone to lead the British to New Orleans; that I was denounced, to be taken dead or alive; that such tyranny then ruled in New Orleans that my life would be the certain forfeit of returning at that time; and that he (Relf) risked his own safety in making the communication. The charge was absurd and ridiculous enough, when I had left my family and fortune behind me in Louisiana; but after the bitter warfare and hatred to which I had been so many years exposed, I readily believed my enemies capable of any injury or injustice to me, however base and black, and I did believe that Relf had written the truth, and could not help entertaining grateful feelings towards him. Thus kept away from New Orleans, I was ruined in the meantime by the fraudulent conduct of my agent there. At a subsequent period I wrote to said Relf, to Colonel Davis, to Mr. Dubourg, Mr. Edward Livingston, that I might have said Myra put into possession of the aforesaid lots, thinking that said Relf would feel remorse for the great injury and injustice he had committed against the said Myra in suppressing her father's last will; I expected that he would cheerfully invest her with the same, but I was deceived. In a letter written by said Relf to me in 1822, he professed to give the news (as indeed it was altogether new information) of another daughter, called Caroline, of Clark's, which daughter he, Clark, (as Relf affirmed,) had placed in a boarding school at the north, under the care of Mr. Hulings, and represented it as his opinion that she was entitled to the half of the aforesaid lots of Myra; and said Relf, in said letter, requested me to annul the act made by said Clark, and put him (Relf) into the possession of the same. In answer to that letter, he having before him this new advice of the extension of Clark's paternity to Caroline, and speaking in a conditional or hypothetical sense, said that Clark had a soul too good and a heart too well placed, having (according to Relf) two daughters to be loved and adored by him as a father, that, upon this supposition, his affectionate heart and generous soul would not abandon the other. In my said letters, pre-

viously written, I had positively declared that said Clark had only designated said Myra; but as Mr. Relf holds my letter, why does he not present it to judicial view; I not only give permission to publish that letter, but any other that he can hold of mine, including that which I wrote to his brother-in-law, Mr. Zacharil, in 1835, respectng a judicial declaration made by me in the libel suit of Relf against R. R. Keene.

16th. To the sixteenth. That Mrs. Smith's answer is only required for the cross interrogatory No. 16.

17th. To the seventeenth. Before I became notified of the foregoing interrogatories and cross interrogatories by the commissioner, I never saw them nor heard them read, consequently could not have examined them. Respcting my correspondence and conversations, I refer to my answer given to the cross interrogatory No. 7.

18th. To the eighteenth. I was educated in Louisana; both the Spanish and French language were current there; so that I can say that both are my maternal tongues; my knowledge of the English language is limited; but as I have three daughters, one son, and two sons-in-law, who understand it, and some of them perfectly well, when I require an English translation, I avail myself of some one or more of my own family.

Signed JOSEPH DEVILLE DEGOUTIN BELLECHASSE.

Envelope.

"To the Clerk of the Circuit Court of the United States for the Eastern District of Louisiana, New Orleans."

CIRCUIT COURT UNITED STATES.

W. W. WHITNEY and WIFE
vs.
RELF, CHEW et als. } No. 122.

Opened agreeably to the rule of court, 7th December, 1837.
Signed T. W. COLLENS,
Deputy Clerk.

Endorsed:

Filed April 25th, 1840.
Signed D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Deputy Clerk.*

Depositions of Madame Sophie Ve. Despau, neé De Carriere, and Madame Veuve Caillaret, neé Rose Carriere.

CIRCUIT COURT OF THE UNITED STATES,
For the 9th Circuit, Eastern District of Louisiana.

To any Judge or Justice of the Peace in the county of Hancock, State of Mississippi.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you

call and cause to come before you certain witnesses, to wit, Madame Caillaret and Madame Despau, and them duly examine, on oath, touching and concerning certain matters and things in a cause now depending in the said court, wherein Myra Clark Whitney is complainant in equity, and Richard Relf and Beverly Chew and others are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Hon. R. B. Taney, chief justice of the Supreme Court of the United States, at the city of New Orleans, [L. S.] this 22d day of March, A. D. 1838, and the 62d year of the Independence of the United States.

Signed T. W. COLLENS,
Deputy Clerk.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Eastern District of Louisiana.

WM. W. WHITNEY and MYRA C. WHITNEY, Complainants,
against
RICHARD RELF, BEVERLY CHEW and others, Defendants.
} In Chancery.

Interrogatories to be propounded, on behalf of Complainants, to John Sibley, Madame Caillaret, Madame Despau, and Mrs. Eliza Clark.

1st. Were you or not acquainted with the late Daniel Clark of New Orleans?

2d. Was the said Daniel Clark ever married; if so, when and to whom, and was there any issue of said marriage; state all you may know or have heard of said Clark upon this subject?

3d. Were you acquainted with a man in New Orleans by the name of Des Granges; if so, when and where have you known him; was he or not married when he first came to New Orleans, and did he or not so continue until after he finally left it; state all you may know or have heard touching this subject?

4th. If you know any thing further, material to the complainants in the controversy, state it.

Signed GRYMES, CHINN, &c.,
For Complainants.

Filed 6th February, 1837.
Signed T. W. COLLENS, *Deputy Clerk.*

CLERK'S OFFICE UNITED STATES COURT,
New Orleans, this 17th day of March, 1837.

[L. S.] I do hereby certify the foregoing, to be a true copy of the original on file in this office.
Signed T. W. COLLENS, *D. Clerk.*

No. 3823.

WILLIAM W. WHITNEY and MYRA C. WHITNEY,
vs.
RICHARD RELF, BEVERLY CHEW, and others.
} In Equity.

IN THE DISTRICT COURT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

Cross interrogatories to the interrogatories filed by the complainants on the sixth of February, 1837, and by them propounded in their behalf to John Siblie, Madame Caillaret, Madame Despau, and MRS. Eliza Clark.

☞ The commissioner who may receive the answers to the interrogatories of the complainants, and to the following cross interrogatories, is notified, that it will be required of him to certify that the said several interrogatories and cross interrogatories were answered by the deponents separately and apart from each other, and from other persons, and that neither the chief or cross questions were shown to or read by the deponents, or to or by either of them, and that each question, under each separate chief and cross interrogatory, was answered in the order in which the several questions are propounded, and that he did not permit any deponent to see or read any succeeding interrogatory until his answer to the preceeding had been fully taken down, and especially that no communications or suggestions were made in the presence of the commissioner or to his knowledge or belief, by any attorney or agent of either of the parties to either of the deponents, and also to certify that he carefully cautioned each witness to distinguish accurately in each answer, what he or she stated from his or her personal knowledge, and what from heresay, and let it be so written down in the answers what is of personal knowledge and what of hearsay.

☞ The complainants are notified, that all legal exceptions are reserved to each one of their interrogatories, and especially do the respondents in propounding these cross interrogatories, reserve to themselves the right to demur, plead or answer hereafter as they shall be advised, and at all times to declare and shew that this honorable court, hath not, either in equity, or at law, any jurisdiction of the matter of the present bill of complaint, the same being

only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clark, the pretended ancester of the complainant Myra, the same being a court where a plain, adequate and complete remedy may be had at law, by the complainants for any and all their supposed claims against the succession of the said Daniel Clark, and full redress for their many grievances set forth in their said bill of complaint; protesting therefore against this proceeding, and not intending to waive any right, or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, surprise or fraud, and wishing to advertise the complainants of the purposes of such respondents only assign these cross interrogatories, said respondents here acting in his, her and their own behalf only, and each one acting for him or herself separately, propound the following:

Cross Interrogatories.

1. Will you and each of you answering any interrogatories of the complainants state your age, employment and present residence, and if a married woman state your maiden name; and if married more than once state the names of your husbands, and by whom and when and where you resided during each year from 1810 and 1814?

2. If you answer the first interrogatory in chief affirmatively, state how that acquaintance originated, when and where did you first see Mr. Daniel Clark? Was your acquaintance with him intimate or not? Was it ever interrupted, and if so, for what reason? Did it continue uninterrupted until the death of Mr. Clark, and if so, how long a period did it embrace? Do you say, that your intimacy with Mr. Clark, was of such a nature as to enable you to become acquainted with events in his life, which were not disclosed to the entire circle of his acquaintance? and if so, have you a distinct recollection of any such event or events? and state the circumstances which strengthen you memory on this point?

3. Will you state where Mr. Clark resided when in New Orleans? Do you recollect the street and the house? Did he board or keep house? If he boarded, did he also lodge at the same house, and if so, who was the keeper of this house, and what was his or her general character? If he had a house, did he have a house keeper, and if so, what was his or her general character? Did he reside in New Orleans, during the summer months, and if not where did he go? At whose house did he stop, or whom did he visit and state what you know of the people whom he visited and his own standing in society.

4. If in answering the second interrogatory, you say that Mr. Daniel Clark was ever married, state, when, where, and to whom? By what priest, clergyman or magistrate, and who were the witnesses present? Where you among the witnesses? What other

witnesses were present with you? Did you ever see the lady whom you say Mr. Clark married, and if so what was her personal appearance, her age, and name, and family? Where did she reside before the time you say she was married to Mr. Clark? How long did you know her before that time? Or were you acquainted with her until then? Did not Mr. Clark introduce her to you, state particularly every thing you know in regard to the connexion of Mr. Clark with the lady whom you call his wife, and state if she was ever married before or after the time you say she was married to Mr. Clark; if so, when, where, and to whom?

5. Did you ever know that there was any issue of said supposed marriage, if so, who told you? State your means of knowing any thing about this circumstance. What was the name, age, sex, and the time of the birth of the child whose father you say was Mr. Clarke? Do you know who nursed and reared this child, and if so, who was the nurse? State, if you please, if you saw the mother shortly after this child was born, and if so, where was she? Did she reside then at the house of Mr. Clarke, and if not, why not, and where did she reside? Did Mr. Clark live with her at this time, and were they known generally to the neighbors as man and wife?

6. Was this supposed marriage of Mr. Clark's (if you say he ever was married) public or private? If public, did Mr. Clark introduce his wife to his friends and acquaintances in New Orleans? And if she was not introduced, state why she was not. Or was his marriage private? If so, why was it private? And what circumstances could, or did, probably induce him to keep that marriage secret from his friends and the public?

7. Do you know Myra C. Whitney, one of the complainants in this controversy? If so, how long have you been acquainted with her? Did either of the complainants inform you by letter or otherwise, that your testimony would be important to them in this suit? and if so, on what points did they wish you to be prepared?

8. If in answering the third interrogatory, you say that you were acquainted with a man in New Orleans by the name of Desgranges, state if you please where and when you first became acquainted with him, in what year? Were you intimate with him, and if so, did this intimacy continue without interruption? Was he born in the city of New Orleans? and if not, where was he born, and how long did he remain in said city? What was his employment? Was he married in New Orleans, or where was he married? Were you present at his marriage, and if so, state when and by whom he was married? Have you ever seen his wife, and if so, what was her personal appearance and age, and what was her name prior to her marriage with Des Granges? Did you ever see Des Granges' wife and the lady, whom you say Mr. Clark married, in company together? If so, when and where, and how often?

State particularly every thing you know touching said Desgranges, his wife and their connection or relation with Mr. Clark.

9. Did you ever, or not, hear Mr. Clark acknowledge that he had any natural children in New Orleans; and particularly did you ever or not hear him acknowledge two female children—the one named Caroline and the other named Myra? And is or not that Myra one of the complainants in this case? Did you ever hear him say that he intended to leave by will, money or property enough to Myra to take the stain off her birth? If you heard him use such expressions or those of a similar character, state what you suppose he meant by taking off the stain from the birth of his own legitimate daughter.

10. Will you state who was the mother of the complainant, Myra? And did the mother nurse Myra; if not, why not? Who did nurse her? Did her mother die and leave her an infant, or was she too sick and too feeble to nurse that child? Did the mother of Myra, the complainant, nurse and raise her or not? If not, who did? Mention particularly any and all the circumstances on which you found your opinion.

11. If you know when the complainant Myra was born, state the precise date and place, and state if you know by whom and where she was raised, and whose name she bore, and why she bore that name.

12. State, if you please, what are your feelings and affections towards the complainants: whether you are related to or connected with either of them; and if you are, how and in what degree or way, and whether you have any interest in the event of this suit.

13. Will each one of you, answering any of these direct or cross interrogatories, state whether you have seen, or examined, read or heard read, any one of them, or copies of them, at any time or place, before you were called upon by the commissioner to answer them? If aye, state when, where and by whom they were thus so shown or read to or by you, and for what purpose? State also, each one of you, whether you have had any conversation or correspondence within the last three or four years, with the complainants, or with either of them, respecting their supposed claims against the estate of Daniel Clark, and if you answer affirmatively, state why, when and where, such conversation or correspondence occurred, and the nature and amount of them so far as your memory will serve you; and who was present at such conversations. If you have any letters from the complainants or from either of them, on the matters referred to in these direct and cross interrogatories, annex them to your answers if possible; and if not possible, state why? If you have preserved and cannot annex them, give true extracts from them, and if that be not possible, state your recollections.

14. What is your maternal language? If not English, do you understand that language perfectly? And if you do not understand

English, how have you contrived to answer the foregoing chief and cross interrogatories? Who has translated them to you?

Signed L. C. DUNCAN,
For R. Relf and B. Chew.
J. J. MERCIER,
For the Mayor and Aldermen of New Orleans, Soniat Dufossat, and Louis Desdunes.
R. M. SHEPARD,
For P. O. Sorbe and Lemonier.
JOHN SLIDELL,
For John Minturn, George Kenner, and Duncan Kenner.
JULIEN SEGHERS,
For F. H. Petitpain, Claude Rene Samory, and Louis Lalande Ferrier.
P. A. ROST,
For Maria Holliday and Dusuau De la Croix.
H. LOCKETT,
For James Field.
ISAAC T. PRESTON,
For Widow Jaubert, Luke Vigneau, Charles Fonde, Belfine Berdule, Antoine Piernas, John Mathew, Ramon Masana, Manuel Marquez.

CLERK'S OFFICE,
New Orleans, 17th March, 1837.

[L. S.] I hereby certify the foregoing to be a true copy of the original on file in this office.
Signed, T. W. COLLENS,
Deputy Clerk.

W. W. WHITNEY and his wife MYRA CLARK WHITNEY,
vs.
RICHARD RELF, BEVERLY CHEW and others.

In pursuance of the annexed commission issued from the United States circuit court for the Eastern District of Louisiana,

I, the undersigned justice of the peace in Hancock county State of Mississippi, have cause to come before me, Madame Sophie Vve. Despau, who being duly sworn, to declare the truth on the questions put to her in this cause to the interrogatories annexed to said commission, says:

Answer to the first interrogatory.

I was well acquainted with the late Daniel Clark of New Orleans.

Answer to second interrogatory.

Daniel Clark was married in Philadelphia in 1803, by a Catholic priest. I was present at this marriage, one child was born of that marriage, to wit, Myra Clark, who married William Wallace Whitney, son of General T. Whitney of the State of New York. I was present at her birth, and knew that Mr. Clark claimed and acknowledged her to be his child—she was born in 1806. I neither knew, nor had any reason to believe any other child besides Myra was born of that marriage. The circumstances of her marriage with Daniel Clark were these. Several years after her marriage with Mr. De Grange she heard that he had a living wife. Our family charged him with the crime of bigamy in marrying the said Zuline, he at first denied it, but afterwards admitted it, and fled from the country; these circumstances became public, and Mr. Clark made proposals of marriage to my sister with the knowledge of all our family. It was considered essential, first to obtain record proof of De Grange having a living wife at the time he married my sister, to obtain which from the records of the Catholic church in New York (where Mr. De Granges prior marriage was celebrated) we sailed for that city. On our arrival there, we found that the registry of marriages had been destroyed. Mr. Clark arrived after us. We heard that a Mr. Gardette then living in Philadelphia, was one of the witnesses of Mr. De Grange's prior marriage. We proceeded to that city, and found Mr. Gardette, he answered, that he was present at said prior marriage of De Grange; and that he afterwards knew De Grange and his wife by this marriage—that this wife had sailed for France. Mr. Clark then said, you have no reason longer to refuse being married to me. It will however be necessary to keep our marriage secret till I have obtained judicial proof of the nullity of your and De Grange's marriage. They the said Clark and the said Zuliene were then married. Soon afterwards, our sister Madame Caillarit, wrote to us from New Orleans that De Grange's wife whom he had married prior to marrying the said Zuliene, had arrived at New Orleans. We hastened our return to New Orleans. He was prosecuted for bigamy—father Antoine of the Catholic church in New Orleans, taking part in the proceedings against De Grange. Mr. De Grange was condemned for bigamy in marrying the said Zuliene, and was cast into prison, from which he secretly escaped by connivance, and was taken down the Mississippi river by Mr. Le Briten D'Orgenois, where he got to a vessel, escaped from the country, and according to the best of my knowledge and belief, never afterwards returned to Louisiana; this happened in 1803, not a great while before the close of the Spanish government in Louisiana. Mr. Clark told us that before he could prumulgate his marriage with my sister, it would be necessary that there should be brought by her an action against the name of De Grange—the anticipated change of government created delay, but at length in 1806, Messrs. James Brown and Eligeas Fro-

mentin, as the counsel of my sister, brought suit against the name Jerome De Grange in the city court, I think of New Orleans. The grounds of said suit were, that said De Grange had imposed himself in marriage upon her at a time when he had living a lawful wife; judgment in said suit was rendered against said De Grange, Mr. Clark still continued to defer promulgating his marriage with my sister, which very much fretted and irritated her feelings. Mr. Clark became a member of the United States Congress in 1806. While he was in Congress, my sister heard that he was courting Miss Caton of Baltimore. She was distressed though she could not believe the report, knowing herself to be his wife; still his strange conduct in deferring to promulgate his marriage with her had alarmed her; she and I sailed for Philadelphia, to get the proof of his marriage with my sister. We could find no record, and was told that the priest who married her and Mr. Clark was gone to Ireland. My sister then sent for Mr. Daniel W. Coxe, mentioned to him the rumour, he answered that he knew it to be true that he (Clark) was engaged to her, my sister replied it could not be so. He then told her that she would not be able to establish her marriage with Mr. Clark, if he were disposed to contest it. He advised her to take counsel and said he would send one; a Mr. Smythe came, and told my sister that she could not legally establish her marriage with Mr. Clark, and pretended to read to her a letter in English (a language then unknown to my sister,) from Mr. Clark to Mr. Coxe, stating that he was about to marry Miss Caton. In consequence of this information, my sister Zuliene came to the resolution of having no further communication or intercourse with Mr. Clark, and soon afterwards married Mr. Gardette of Philadelphia.

Answer to the third interrogatory.

I became acquainted with Mr. Jerome De Grange in 1793, when as I understood, he first came to New Orleans. He was a nobleman by birth, and passed for a single or unmarried man; and courted and married Zuliene Nee De Carriere at the age of thirteen, the same who is the mother of Myra Clark Whitney. Zuliene had two children by him, a boy and a girl, the boy died; the girl is still living, her name is Caroline; she is married to a physician by the name of Barnes. I was present at the birth of these children.

Answer to the fourth interrogatory.

I am not aware of knowing other important matter to the com plainants in this cause.

Answer to the first cross interrogatory.

My name is Sophie Veuve Despau, Nee De Carriere. My deceased husband was a planter. I was born in Louisiana, my age is

sixty two. I now reside in Beloxi, from 1800 to 1814, I resided in Louisiana, in Philadelphia and in Cuba.

Answer to the second cross interrogatory.

I first knew Daniel Clark in New Orleans, his being the husband of my sister Zuliene De Carriere, placed me on a footing of intimacy with him during the time of their intercourse, that intimacy was afterwards interrupted by their separation.

Answer to the third cross interrogatory.

I had reason to know that Mr. Clark, at different times lived in different houses in New Orleans. I have before said that he did not give publicity to his marriage with said Zuliene. He kept a very handsome establishment for her in New Orleans, and was in the habit of visiting her.

Answer to the fourth cross interrogatory.

I have already stated that Mr. Clark was married to my sister Zuliene de Carriere, that I was present at her marriage, (a private one) in Philadelphia. Besides myself, Mr. Dorvier of New Orleans, and an Irish gentleman, a friend of Mr. Clark's from New York, were present at his marriage. A catholic priest performed the marriage ceremony. I have already before stated, that Zuliene was married to Mr. Jerome de Grange, before her marriage with Mr. Clark, and that thereafter she was married to Mr. Gardette of Philadelphia.

Answer to the fifth cross interrogatory.

I have already stated that I knew Myra Clark to be the issue, and the only issue of the marriage of Zuliene de Carriere and Daniel Clark. A few days after the birth of Myra Clark, she was placed by her father under the care of Mrs. Davis, the wife of Col. S. B. Davis, with whom she lived until her marriage with Mr. Whitney. I have heard that Colonel Davis concealed from the said Myra her true history, and that she bore his name after her father's death. Zuliene and Mr. Clark occupied different houses in New Orleans, but he always visited her as heretofore mentioned, at her own house; their marriage was known only to a few friends; Mr. Clark told me that he had informed Colonel S. B. Davis, Mr. Daniel W. Coxe and Mr. Richard Relf, of his marriage with my sister Zuliene.

Answer to the sixth cross interrogatory

I always understood and believed, at least for the first years of his marriage, that Mr. Clark was prevented from making it public

on account of her unfortunate marriage with Mr. De Grange. His pride was great, and his standing was of the highest order in society, and that pride might have suggested his opposition to the promulgation of his marriage. He however, always manifested by his conversations, which I frequently heard, the greatest affection for his daughter Myra.

Answer to the seventh cross interrogatory.

I have already stated my knowledge of Myra Clark Whitney from her birth. As I never made any secret of my knowledge of her being the daughter of Daniel Clark, nothing was more likely than she and her late husband should hear of my acquaintance with her parentage, and many circumstances connected with it, as already related. And on this it was, I presume, that I have been called upon to give testimony in this affair. But neither of them, nor any body else ever dared to ask of me any declarations in the least inconsistent with truth and justice.

Answer to the eighth cross interrogatory.

I have already in my former answers stated, particularly the third and fourth, my knowledge of Jerome Degrange, and of his first and second marriages. Before the detection of his bigamy, said Zuliene had a son who died, and a daughter called Caroline, which bore his name. Since the death of Mr. Daniel Clark, Mr. Daniel W. Coxe and Mr. Hulings of Philadelphia gave her the name of Caroline Clark, and took her to Mr. Clark's mother, and introduced her as the daughter of her son. She of course believed their story, which induced her, in her will, to leave a portion of her property to Caroline. Caroline was born in 1801. I was present at her birth, as well as that of her brother.

Answer to the ninth cross interrogatory.

I never heard Mr. Clark acknowledge his having any natural children, but have only heard him acknowledge one child, and that a lawful one, to wit, said Myra.

Answer to the tenth cross interrogatory.

I have already given a full account of the mother of Myra, and of Myra herself, and her being with Mrs. Davis. I have stated all that I know of these matters as called for by this interrogatory.

Answer to the eleventh cross interrogatory.

The information called for by this interrogatory, has already been given.

Answer to the twelfth cross interrogatory.

I have already before stated myself to be the sister of Myra's mother. My feelings towards Myra are those of friendship and all becoming regard. I wish however, that justice only be done towards her, but in or by the issue of the suit, I have nothing to gain or lose.

Answer to the thirteenth cross interrogatory.

I have never seen or heard read the interrogatories or cross interrogatories referred to, before called upon to answer them. Any conversations that I have had about this affair, I have already given an account of.

Answer to the fourteenth interrogatory.

My natural language is French; but my nephew is well acquainted with the English language, and when in need of a translator, I apply to him.

Signed, SOPHIE VE. DESPAU NEE DE CARRIERE.

Which answers being reduced to writing, have been signed and sworn to in my presence, this twenty-eighth day of June, A. D. eighteen hundred and thirty-nine. In testimony whereof, I have hereunto set my hand and seal, this the day and year above written.

Signed, HOLMES P. WENTZELL,
J. P. H. C. [L. S.]

One word erased on third page, also one word on fourth page; two words interlined on fourth page; twenty-five words erased on fifth page; one word interlined on sixth page, before signing.

Signed, H. P. WENTZELL,
J. P. H. C. [L. S.]

W. W. WHITNEY and MYRA C. WHITNEY
vs.
RICHARD RELF, BEVERLY CHEW, and others.

In pursuance of the annexed commission, issued from the United States circuit court of the eastern district of Louisiana, I, the undersigned, justice of the peace in Hancock county, State of Mississippi, have caused to come before me Madame Rose Vve. Caillavet neé De Carriere, who being duly sworn to declare the truth on the questions put to her in this cause, in answer to the interrogatories annexed to said commission, says—

Answer to the first interrogatory.

I was well acquainted with the late Daniel Clark, of New Orleans.

Answer to the second interrogatory.

I was not present at the marriage of Zuliene neé dé Carriere, who is my sister, with Daniel Clark, but I do know that said Clark made proposals of marriage for my sister, and subsequently said Zuliene wrote to me that she and said Clark were married. Mr. Clark's proposals of marriage were made after it became known that her marriage with Mr. De Grange was void, from the fact of his having then, and at the time of his marrying her, a living wife; these proposals were deferred being accepted till the record proof of De Grange's said previous marriage could be obtained, and said Zuliene, with her sister, Madame Despau, sailed for the north of the United States, to obtain the record proof.

Answer to the third interrogatory.

I was acquainted with Mr. De Grange in New Orleans. He was considered an unmarried man on coming to New Orleans, and as such imposed on my sister Zuliene to marry him; but it was afterwards proved he had a lawful wife still living. After this imposition of said De Grange, his said lawful wife came to New Orleans, and detected and exposed his bigamy in marrying the said Zuliene, when he had a living and lawful wife at and before the time of his marrying with said Zuliene. He was prosecuted, condemned, and cast into prison, and escaped privately from prison. He escaped from Louisiana, as it was reported, by the Spanish governor's connivance. Le Breton D'Orgenois was said to aid De Grange, in getting him off. This happened some time before the Americans took possession of New Orleans. Mr. Clark's marriage with my sister Zuliene was after the detection of De Grange's bigamy. The birth of their daughter, Myra Clark, was some years after the marriage.

Answer to the fourth interrogatory.

I am not aware of knowing any thing more of importance in this suit, except the marriage of said Zuliene with Mr. Gardette, of Philadelphia, before the death of Mr. Clark.

Answer to the first cross interrogatory.

My name is Rose Veuve Caillavet, neé De Carriere. My age is sixty-eight years. I was born in Louisiana, and resided some time in France after this marriage of Zuliene and Mr. Clark, and after that resided in the State of Mississippi.

Answer to the second cross interrogatory.

I became acquainted with Mr. Clark in New Orleans. In consequence of his attachment and marriage to my sister Zuliene, an intimacy subsisted between him and myself. Our friendly intercourse continued during my residence in New Orleans.

Answer to the third cross interrogatory.

When I resided in New Orleans, Mr. Clark lived in his own houses, with his own slaves to wait upon him. He had the reputation of being a man of immense wealth. He stood at the head of society, was considered a man of very great talents, and much beloved for his benevolence.

Answer to the fourth cross interrogatory.

I have already stated all I knew about Mr. Clark's marriage with Zuliene, and of her marriage with De Grange. By this marriage she had two children, a boy and a girl. The boy is dead, the girl is still living; her name is Caroline, and is married to Dr. Barnes. I have already stated that said Zuliene also married Mr. Gardette.

Answer to the fifth cross interrogatory.

It is to my knowledge, that Myra Clark, who married Mr. Whitney, is the child, and only child of Mr. Clark, by Zuliene De Carriere. It is to my knowledge, that Mr. Clark put his daughter Myra under the charge of Mrs. Davis. Mr. Clark acknowledged to me that Myra was his lawful and only child. Mrs. William Harper nursed her for some time from kindness. Mr. Clark's gratitude towards this lady, for nursing his child, lasted with his life. Said Myra was brought up and educated in the family of Colonel Davis, and supposed herself their child, until within a few months of her marriage with Mr. Whitney.

Answer to the sixth cross interrogatory.

I always heard that Mr. Clark's marriage with Zuliene was private, and that he did not promulgate it, unless he did so in his last will, made a little before his death, and lost or purloined after his death. He never explained to me his reasons for not publishing his marriage in his lifetime.

Answer to the seventh cross Interrogatory.

I have known Myra Clark Whitney for some years, making no secret about my knowledge I possessed of the matters of which I

have herein spoken, and it being known that I was an elder sister of Zuliene De Carriere. Therefore it was I suppose that I have been called on to testify in this cause, but no one has ever taken the liberty to intimate a wish for me to declare anything but the truth.

Answer to the eighth cross Interrogatory.

I have already said all I know about Mr. De Grange.

Answer to the ninth cross Interrogatory.

I never heard Mr. Clark make any acknowledgement of his having any natural children ; and I never heard of his having another child than Myra Clark Whitney, and which Mr. Clark informed me was his lawful child.

Answer to the tenth cross Interrogatory.

I have already stated all I know as to the parentage and nursing and education of Myra Clark.

Answer to the eleventh cross Interrogatory.

I have already stated all I know about the parentage and name of Myra Clark, except that I have heard that after her father's death she was called Myra Davis.

Answer to the twelfth cross Interrogatory.

My feelings are friendly and kind towards Myra Clark Whitney, and I wish her such success only in her suit, as is compatible with justice. I have no interest in the issue of it.

Answer to the thirteenth cross Interrogatory.

I have never seen the interrogatories put to me untill called upon to answer them. I have already stated all I have to say about my conversations. I am not aware of ever having any correspondence with either of them on this subject.

Answer to the fourteenth cross Interrogatory.

French is my mother tongue, but my son is well acquainted with the English language, and when in need of a translator, I apply to him.

Signed,

VEUVE CAILLAVET NEE ROSE CARRIERE.

Which answers being reduced to writing, have been signed and sworn to in my presence, this the twenty-eighth day of June, A.

D. eighteen hundred and thirty-nine. In testimony whereof I have hereunto set my hand and seal the day and year above written.

Signed, HOLMES P. WENTZELL,
J. P., H. C. [L. S.]

One word interlined on third page.

Signed, H. P. WENTZELL,
J. P., H. C. [L. S.]

Inward Envelope.

"Forward to the clerk of the court of the United States for the eastern district of Louisiana, New Orleans."

Opened in open court this 14th April, 1840.

Signed, D. N. HENNEN, *Clerk*.

Outward Envelope.

"To the clerk of the circuit court of the United States for the eastern district of the State of Louisiana."

Opened in open court this 14th April, 1840.

Signed, HENNEN, *Clerk*.

Filed April 25th, 1840.

Signed, D. N. HENNEN, *Clerk*.
By F. A. FOYGNET, *Dy. Clerk*.

Certificate of the Governor of the State of Mississippi.

By Alexander G. McMutt, Governor of the State of Mississippi: to all who shall see these presents, greeting:

Be it known, that Holmes P. Wintzell, whose name is subscribed to the annexed certificate, was on the——of June, A. D. 1839, justice of the peace, in and for Hancock county in the State of Mississippi; that his attestation to the annexed certificate is in due form of law, and made by the proper officer, and that full faith and credit are due to all his official acts.

In testimony whereof, I have caused the great seal of the [L. S.] State to be hereunto affixed. Given under my hand at the city of Jackson, this 14th day of April, A. D. 1840.

Signed, A. G. McNUTT.

By the governor:

Signed, THOMAS R. WOODWARD,
Secretary of State.

Addressed on the back thus:

EDMUND P. GAINES,
New Orleans, La.

Filed April 25th, 1840.

Signed, D. N. HENNEN, *Clerk*.
By F. A. FOYGNET, *Dy. Clerk*.

Contract and Assignment.

The Estate of D. Clark and Dusuau De la Croix.

Be it known, that this day before me, John Lynd, notary public, in and for this city of New Orleans, personally appeared Richard Relf of this city, merchant, acting executor of the last will of Daniel Clark, late of this city, deceased, and attorney in fact for Mrs. Mary Clark of Germantown in Pennsylvania, widow, universal heiress of the said late Daniel Clark, duly appointed by act of procuration proved before John Walker, mayor, at Philadelphia, on the 2d day of October last; and Francois Dusuau De la Croix, of this city, gentlemen, who mutually covenanted, bargained and agreed as follows, to wit: Whereas by act passed before me, notary, on the tenth day of October, one thousand eight hundred and twelve, the said Daniel Clark then living, did contract and agree to and with the Orleans Navigation Company for the digging out and enlarging Canal Carondelet, and the baisin terminating the same in the rear of the burnt hospital, upon certain conditions, and with various clauses and covenants in the said act contained, as by reference thereto thereto will fully appear, for the consideration of the sum of fifty-five thousand dollars, of which the sum of thirteen thousand dollars has been already paid by said company to the said Daniel Clark in his life time; and whereas the said Daniel Clark did, by act of same date, also passed before me, notary, sign and execute a bond, with two securities to the said company, for the sum of twenty thousand dollars conditioned for the due performance of all the clauses and conditions set forth in the said contract; and whereas the said executor and attorney is desirous to disburden the said estate and its heiress of the trouble and exertions which would be necessary to complete the undertaking so as aforesaid contracted for; and the said Francois D. De la Croix is willing to undertake the performance and full completion of the said work at his own cost and hazard. In consideration whereof, and also of the sum of one dollar in hand to him paid, the receipt whereof is hereby acknowledged, he, the said executor and attorney, for and in the name of the estate and succession of the said late Daniel Clark, and of his constituent, the said heiress, does, by these presents, grant, bargain, and sell, assign, transfer, and set over, unto the said Francois Dusuau de la Croix, his heirs and assigns, the said recited contract, and all the right, title, interest, property, claim and demand of the said succession and heiress, of, in, and unto the said contract; and of, in, and to the sum of forty-two thousand dollars, now remaining unpaid, of the price and consideration specified and set forth in the same; to have and to hold the said contract, and to receive and take all the said sums unpaid at present, and thereby secured to the said Daniel Clark, his heirs and assigns; and the said executor and attorney for the said estate, and the heiress, his

constituent, and her heirs, doth hereby covenant and agree to and with the said F. D. De la Croix, his heirs and assigns, that no greater sum has been received, on account of the said contract, than the said amount of thirteen thousand dollars; and that, for the remaining sum of forty-two thousand dollars, the said contract is still in full force, and not satisfied, vacated, released, or otherwise discharged; and, also, that he, the said executor and attorney, has not, at any time heretofore, done or committed, nor will he, his successor, his constituent, or her heirs, at any time hereafter, do any act, matter or thing whatsoever, by means whereof the said contract shall or may be vacated or discharged without the consent of the said F. D. De la Croix, or his heirs; but that the said succession and heiress, and her heirs, shall permit and allow all such action or actions, or other process, to be had upon the said contract, and permit his, her, or their name or names to be made use of therein, as the said F. D. De la Croix, his heirs and assigns, shall think fit, to sue forth and prosecute, when and as often as there shall be occasion.

And the said executor and attorney does further covenant, promise, and agree to and with the said F. D. De la Croix, that the said succession and its heiress shall and will, at all times hereafter, indemnify and save harmless, the said F. D. De la Croix and his heirs, of and from all costs, charges, damages, and expenses incurred by the said Daniel Clark in his lifetime, or by his lawful representatives since his decease, in the prosecution of the said undertaking commenced by him, and contracted for as aforesaid.

And the said Francois Dusuau De la Croix declared that he accepts the foregoing sale and assignment, and does, by these presents, put himself in the place and stead of the heirs of the said late Daniel Clark, and binds himself and his heirs that he and they shall and will well and truly perform and fulfil all and singular the clauses, covenants, and stipulations contained in the said contract, (with which he is well acquainted,) as undertaken by the said Daniel Clark, to be performed and fulfilled towards the said Orleans Navigation Company, according to the true intent and meaning thereof, in as full and ample manner as if he himself had been the original contracting party: and he further declared that he and his heirs shall and will, at all times hereafter, save, indemnify, and keep, harmless, the heirs of the said Daniel Clark of and from all costs, charges, damages, and expenses, and all actions, suits, claims, and demands whatsoever, which the said Orleans Navigation Company may or shall hereafter make for or by reason of the said recited contract, for any matter or thing done, or alleged to be done, or left undone, or alleged to be left undone, from and after the day of the date hereof. And it is mutually covenanted and agreed that the before recited act of obligation and security shall be in no wise impaired, nor shall the security, which the said company now possesses by virtue thereof, be in any manner affected or lessened by the passing of this act of sale and assignment; and that the said

F. D. De la Croix accepts these presents under all the penalties and forfeitures in the said act contained.

And thereupon, appeared Paul Lanuse, Esquire, the president of the said Orleans Navigation Company, who, after having the foregoing read to him, declared that he is duly authorized by the said company to express their assent to this act, and does, for them and in their name, by his signature hereto, express that assent.

Thus done and passed at New Orleans, this eleventh day of December, one thousand eight hundred and thirteen, in presence of George Pollock and Abner L. Duncan, witnesses, who hereunto sign their names with the parties and me, notary.

Signed, RICHARD RELF,
Executor of the Estate of D. Clark.
RICHARD RELF,
Attorney in fact of Mary Clark.
DUSUAU DE LA CROIX.
PAUL LANUSE, *President.*
GEORGE POLLOCK.
A. L. DUNCAN.
JOHN LYND, *Not. Pub.*

I do hereby certify the foregoing to be a faithful copy of the original act extant for reference amongst the records of John Lynd, formerly a notary in this city; which records are in my possession, he, the said J. Lynd, being one of my predecessors in office.

In faith whereof, I grant these presents under my signature [L. s.] and seal of office, at New Orleans, on this twenty-second of April, eighteen hundred and forty.

Signed, F. GRIMA, *Not. Pub.*

Endorsed.—Filed April 25th, 1840.

Signed, D. N. HENNEN, *Clerk, by*
F. A. FOYGNET, *Dy. Ck.*

Translation of a sale of Slaves by Richard Relf, Testamentary Executor to Francis Dusuau de la Croix, 11th December, 1813.

Before Marc Lafitte, notary public, duly commissioned for the city and parish of New Orleans, second senatorial district of the State of Louisiana, there residing, and in presence of the witnesses hereafter named and undersigned.

Was present Mr. Richard Relf, merchant, residing in this city, who, in the name and as testamentary executor of the late Mr. Daniel Clark, and further in the name and as endorsed with the general and special procuration of Mistress Mary Clark, mother of the deceased Mr. Daniel Clark, and sole and only heiress, the said procuration delivered in presence of witnesses by act under the date of the first of October last, affirmed before the honorable John Barker, mayor of the city of Philadelphia, the second of the same

month, and enregistered on the register, No. folio 145 and 146, of the office of Mr. Clement Biddle, notary public in the said city of Philadelphia, the fourth of the same month of October, the said Mr. Richard Relf in his said capacities has sold, ceded, and transferred, as in fact he sells, cedes, and transfers by these presents, with promise of guarantee from all troubles as to the propriety (title) and from the maladies prescribed by law, and also from all debts and mortgages, even those mentioned in the certificate of the conservator in this city at the date of this day, and for which it will be stipulated hereafter.

To Mr. Francois Dusuau de la Croix, inhabitant of this parish, here present, and accepting purchaser for himself, his heirs or assigns, fifty-five negro slaves hereafter named, to wit: Solomon, aged forty years, Jacob, twenty-five years, Jacques, eighteen years, Paul, twenty-two years, Randolph, thirty years, Ned, thirty years, Isaac, twenty years, Austin, twenty-five years, James, sixteen years, Charles, thirty-five years, Jacques, mulatto, thirty years, Caroline, twenty-five years, Jeremie, thirty-five years, Davis, twenty years, Brice, forty years, Thom, thirty-five years, Bob, twenty-six years, Haly, thirty years, Harry, fifteen years, Coxe, forty years, Sam, forty years, Janvier, forty years, Rose, twenty-five years, Peter, forty-five years, Chloe, thirty years, Lucy Morron, thirty-five years, George, ten years, Sam, forty years, Grace, ten years, Elizah, ten years, Spencer, forty-four years, Themar, twenty-five years, Doriana Smith, sixteen years, little Winey, twenty years, Judith, twenty-five years, Betty, twenty-six years, George, mulatto, thirty years, Daice or Dive, five years, Ben, twenty-six years, Jack, twenty-five years, Mary, thirty years, Joe, fifteen years, Suckey, twelve years, Victoria, ten years, Joe, sixteen years, Davis, thirty years, John Harrod, twenty-five years, Wallis, thirty years, André, forty, Squire, a child, Tom, child, Davis, child, Clome, child, Gabriel, child, and George, ten years, all the which slaves make part of the succession of the late Mr. Daniel Clark, to whom they did belong.

The present sale is made for and in consideration of the sum of twenty-one thousand two hundred dollars, of which the purchaser has paid cash the sum of seven thousand seven hundred and sixty dollars to the vender, who acknowledges it, and in his said capacities gives good and sufficient acquittance thereof to avail the purchaser under all renunciations of right to the law *non numerata pecunia*, and others hereto relative.

As to the thirteen thousand four hundred and forty dollars of balance of the capital price of the present sale, the purchaser promises and obligates himself to pay them in the acquittance of the succession of Mr. Daniel Clark to Madame Widow Hardy de Boisblanc, to whom that sum is due, conformably to the hypothecary obligation in my office, under the date of the nineteenth of May of the present year, which payment he will effect at the period assigned in the said act. And under the conditions above estab-

lished, Mr. Richard Relf, in the said capacities in which he acts, transfers to the purchaser all the rights of property which the late Mr. Daniel Clark had, or which Mrs. Mary Clark, his heiress, can at this day claim upon the fifty-five slaves above named and sold, to be by the said purchaser who acknowledges himself in good and due possession thereof from this day enjoyed, done, and disposed of said slaves in full ownership, as of a property belonging to him in virtue of these presents.

And the said parties having taken cognizance of the certificate of the conservator of mortgages, that (mortgage) bearing on fourteen of the slaves above named, in favor of Mrs. Widow Hardy de Boisblanc, in virtue of the hypothecary obligation above recited, shall remain to the charge of Mr. Dusuau de la Croix, the purchaser, conformably to the obligation by him taken in these presents. With regard to the negress Rose and the negroes Jack and Tom, who appear to be hypothecated in favor of Mr. S. Henderson, and the negro Jacques, who appears to be hypothecated in favor of the heirs of J. B. Castillan, Mr. Relf observes that this cannot but be by an error occasioned by the identity of names, considering that there were in the succession many negroes of the same name, and who have been sold with the plantations to which they were attached, promising moreover to guarantee the purchaser from all trouble on this account; for thus it has been agreed, regulated, and accepted between the parties promising, &c. binding, &c. renouncing, &c.

Whereof act, done and passed at New Orleans in my office, this eleventh day of the month of December, of the year one thousand eight hundred thirteen, the thirty-eighth of American Independence, in presence of Messrs. Jean Baptiste, G. Vernon, and Michael J. B. L. Fourcisy, both witnesses hereto required and domiciliated in this city, who, as well as the parties, have signed with me the notary, after reading being made.

The original is signed.

RICHARD RELF, *Ex'r. &c.*
DUSUAU DE LA CROIX,
J. VERON,
FOURCISY,
M. LAFITTE, *Notarie Public.*

I certify the foregoing to be a faithful translation from the French of the original act now extant of record in my office, as successor of Marc Lafitte, formerly notary of this city.

In testimony whereof, I grant these presents under my signature and the impress of my seal of office at New
[L. S.] Orleans, this twenty-fourth day of April, eighteen hundred and forty.

Signed, A. MAZUREAU, *Not. Pub.*

Filed April 25th, 1840.

Signed, D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Dy. Clerk.*

Will of 1811.

Ne varietur.

Signed, JS. PITOT, *Judge*.

In the name of God, amen, I, Daniel Clark, of New Orleans, do make this my last will and testament.

Imprimus. I order that all my just debts be paid.

Second. I leave and bequeath unto my mother, Mary Clark, now of Germantown, in the State of Pennsylvania, all my estate, whether real or personal, which I may die possessed of.

Third. I hereby nominate and appoint my friends, Richard Relf and Beverly Chew my executors, with power to settle every thing relating to my estate.

New Orleans, 20th May, 1811.

Signed, DANIEL CLARK.

Ne varietur.

Signed, JS. PITOT, *Judge*.

A true copy.

[L. s.] Signed, AND. D. DOURECOURT,
Dy. Reg. of Wills.

I hereby certify that the execution of the above will has been ordered by the honorable the judge of the court of probates in and for the parish and city of New Orleans, after having admitted the same to probate.

Witness my hand and the seal of the court of probates at the city of New Orleans, this 23d April, A. D. 1840.

[L. s.]

Signed, AND. D. DOURICOURT,
Dy. Reg. of Wills.

Filed, April 25th, 1840.

Signed, D. N. HENNEN, *Clerk*.
By F. A. FOYGNET, *Dy. Clerk*.

Testimony of Col. Samuel B. Davis and Mrs. Colonel Davis, filed by complainants in evidence on the 25th of April, 1840.

W. W. WHITNEY and wife,
vs.
ELEANOR O. BEARN & others.

Interrogatories propounded on the part of the Plaintiffs.

1st. Were you acquainted with the late Daniel Clark, of New Orleans.

2d. Were you at any times upon terms of intimacy with the said Daniel Clark? if yea, were you so intimate with the said Daniel Clark, as to enjoy his private confidence?

3d. Do you know whether the said Daniel Clark, at his decease, left any child?

4th. Have you heard the said Daniel Clark claim and acknowledge any child as his own?

5th. If the last question is answered in the affirmative, please state when and where you have heard the said Daniel Clark claim and acknowledge the said child as his own.

6th. Please state where the said child then was? whether it was protected by the said Daniel Clark? what became of it, and where it is at present?

7th. By what name was the said child called?

8th. Do you know Myra Clark Whitney? if yea, say whether she was the said child whom the said Daniel Clark claimed and acknowledged as his own?

9th. Are you acquainted with the circumstances of the said Daniel Clark during his life and at the time of his death?

10th. Do you know whether the said Daniel Clark at any time during his life, made any provision for the said child in the event of his death? If yea, state particularly under what circumstances.

11th. Did the said Daniel Clark, at any time, place property in your hands for the use and benefit of the said child? If yea, state under what circumstances, and how that property was disposed of?

12th. Did not the said Daniel Clark always manifest the fondest affection for the said child, and did he not express the intention to make her his heir?

13th. Have you not often heard the said Daniel Clark say that he intended to leave to the said child his estate?

14th. What intentions of pecuniary advancement have you heard the said Daniel Clark express in regard to the said child?

15th. Are you acquainted with the circumstances under which the said Daniel Clark made a will in the month of May, in the year eighteen hundred and eleven? If yea, state the particulars of this subject, and whether at that time he had not otherwise provided for the said child?

16th. Was the said will of May, 1811, made by the said Daniel Clark a short time before his departure for the north? If yea, did the said Daniel Clark after his return from the north express to you his intention to make another will, and did the said Daniel Clark, after his return from the north, refer to the circumstances of the will of 1811.

17th. Have you heard the said Daniel Clark subsequent to the date of the said will of May, 1811, claim and acknowledge the said child as his daughter? If yea, at what times?

18th. Have you heard the said Daniel Clark, subsequent to the month of May, 1811, say that the said child was his heir, or that

he would leave his estate to the said child. If yea, state particularly, when, and the terms in which the said Daniel Clark spoke in regard to the said child?

19th. Had you subsequent to the month of May, 1811, much intercourse with the said Daniel Clark.

20th. Have you often heard the said Daniel Clark speak of the said child subsequent to the month of May, 1811? If yea, state the particulars of his language in regard to the said child?

21st. How long before the decease of the said Daniel Clark did you see him for the last time, and in your last interview with the said Daniel Clark did he speak of the said child? If yea, state the particulars of his conversation in relation to the said child?

22d. How long before his decease did the said Daniel Clark for the last time speak to you in regard to the said child, and what did he say at this time in regard to the said child?

23d. Have you heard the said Daniel Clark, subsequent to the month of May, 1811, say that he was about to make, or that he was engaged in making, or that he had made his last will? If yea, state the particulars of any conversations on this subject.

24th. Do you recollect at what time or times, the said Daniel Clark spoke of being engaged in making his last will, or at what time he spoke of having made his last will?

25th. Did you ever see the said will or any writing said by the said Daniel Clark to be his last will? If yea, when and where?

26th. Was the will in the handwriting of the said Daniel Clark, and was it signed by him, or was his name written in any part of it, and was it dated?

27th. Did you hear the said Daniel Clark say that in his said last will he had left his estate to his daughter Myra? Recollect as well as you can his precise expressions?

28th. When and where for the last time did you see the said will?

29th. When and where for the last time have you heard the said Daniel Clark speak of the said will, and what did he say?

30th. Did you hear the said Daniel Clark say who were named executors in said will? If yea, state who.

31st. Did you hear the said Daniel Clark say who was named in said will tutor to his said daughter Myra? If yea, state all you know on this head.

32d. Did you or not ever read the said will? If so, state the contents as particularly as you recollect them, and whether the said will was not in the handwriting of the said Daniel Clark, and dated and signed by him.

Signed WM. M. WORTHINGTON,
For Plaintiffs.

Cross Interrogatories.

1st. Will you be pleased to state your name, age, residence and employment?

2d. Will you state whether you have any interest in the event of this suit, the object of which to annul the will the late Daniel Clark, (that is) a will made by him in the month of May, 1811, and which, at the point of his death, in August, 1813, was duly admitted to probate in the courts of Louisiana.

3d. Will you state whether or not you are related to or connected with the plaintiffs, or with either of them? If aye, state in what degree.

4th. Will you state where you were in the spring and summer of the year 1813, and where Mr. Daniel Clark was at the same time?

5th. If you state that you were intimate with the said Clark mention the circumstances which led to that intimacy, how the same was formed, what was its particular character, and how long the same continued?

6th. Was the said Daniel Clark in the habit of consulting you about his affairs, whether personal, mercantile, or political; state fully and particularly.

7th. If you answer any of the interrogatories in chief affirmatively, as to your knowledge of the will of Mr. Clark; state all the circumstances, the time when, and the place where, and what was the occasion of his mentioning the subject to you?

8th. If yon say that you saw the will of Mr. Clark, state where and when you saw it, and state who was present, and why he exhibited the same to you? Did you ask him whether he had made a will, and request him to show it to you? If not, state particularly and in detail the reasons why the same was shown to you.

9th. If you answer that you saw the will about which plaintiffs interrogate you, will you state how you can, at this distant day, relate with precision the date of that instrument, so as to enable you to speak with confidence of the year, the month, and the day? Did you take a copy of the will, or any memorandum to enable you to speak positively of the date? If you did, annex that copy or memorandum to answer.

10th. And when and why you made such copy or memorandum?

11th. Was Mr. Daniel Clark ever married to your knowledge? If aye, when, where, and to whom?

12th. If Mr. Clark was not married, state if you please all the circumstances attending the birth, maintenance, education of the child Myra, whom you are asked whether he did not acknowledge; state when and where she was born; whether to your knowledge she was ever christened; if so, by whom, and where, and who were the sponsors?

13th. Will you state how or why it was that Mr. Clark came to acknowledge as his own, the child called Myra? Was she born in

his house, or where, if not under his roof? Who was her mother, and where did she reside?

14th. Did you or not ever hear said Clark acknowledge as his own, any other child than this Myra? If aye, state the name of that child, and whether or not he did not appear to have as much affection for the one as for the other? If not, what was the occasion of this difference of feeling towards his own reputed offspring, and why did he acknowledge the one to the exclusion of the other, as the heir of his estate?

☞ These cross interrogatories are propounded by the defendants, with the full reservation to them of all legal exceptions to each and any of the interrogatories in chief, and any other legal exceptions thereto.

Signed LUCIUS C. DUNCAN,
Attorney of Chew and Relf, and curator at hoc to the other defendants.

WM. M. WHITNEY and MYRA C. WHITNEY } Court of Probates.
vs. and
ELEANOR O'BEARN et al. } State of Louisiana.

A, B, C.

Samuel B. Davis, a witness for the plaintiff, being sworn, answers:

To the first interrogatory, on the part of the plaintiff, he answers as follows:

1st. I was.

To the second interrogatory, on the part of the plaintiff, he answers as follows:

2d. I was.

To the third interrogatory on the part of the plaintiff, he answers as follows:

3d. At the time of Mr. Clark's death he left a daughter named Myra, who was then living in my family.

To the fourth interrogatory, on the part of the plaintiffs, he answers as follows:

4th. I have often heard Mr. Clark acknowledge the said Myra as his child.

To the fifth interrogatory, on the part of the plaintiffs, he answers as follows:

5th. Before her birth, Mr. Clark acknowledged her to me as his own child; before her birth, Mr. Clark came to me requesting me to make preparations for her birth. After her birth he placed her in charge of my family; he always claimed and acknowledged her to me as his own child; he not only claimed and acknowledged her to be his child, but manifested the fondest paternal affection for her.

To the sixth interrogatory, on the part of the plaintiffs, he answers as follows:

6th. This child a few days after her birth was placed in my care, and has been brought up in my family, where she remained till her marriage with Mr. William Wallace Whitney; she and her husband are now on a visit in my family.

To the seventh interrogatory on the part of the plaintiffs, he answers as follows:

7th. She was named Myra in Mr. Clark's papers respecting her, he called her Myra Clark.

To the eighth interrogatory on the part of the plaintiffs, he answers as follows:

8th. I know Myra Clark Whitney wife of William Wallace Whitney, she is the identical child whom Mr. Clark claimed and acknowledged as his own.

To the ninth interrogatory on the part of the plaintiffs, he answers as follows:

9th. In the month of May 1811, Mr. Clark requested me to go with him to his house, he appeared to be much agitated, and I thought in trouble. He informed me that he was apprehensive or that he had heard that Daniel W. Coxe of the city of Philadelphia, with whom he had been a partner in business, had become embarrassed by some bad speculations to the north of Europe; and that he (Mr. Clark) was fearful of suffering severely if it were so; for though he was not really a partner at that time, yet the dissolution of the partnership had not been done in legal form. He showed to me at the same time a schedule of the property possessed by him, and the debts for which he was liable in Louisiana; by which it appeared there was a balance in his favor of about five hundred thousand dollars to the best of my recollection after all his debts were paid. The impression is the stronger on my mind as a coolness had subsisted between us for some time, and this was the first mark he gave me of his recovered confidence.

To the tenth interrogatory on the part of the plaintiffs, he answers as follows:

10th. In one instance, Mr. Clark being about to leave Louisiana placed to my order in the bank, property to the amount of about twenty-eight thousand dollars, which he said was contained in a trunk for which I gave him receipts and received instructions from him, that in case of accident to him (the said Daniel Clark,) to have the said property above mentioned secured for his daughter's benefit. He returned in safety and gave me up my receipts. Some short time before I left New Orleans, Mr. Clark induced me to retain in my hands two thousand three hundred and sixty dollars, the interest of which was to go towards the education of his daughter Myra, for which I gave him my note; this note was sued for shortly after Mr. Clark's death by Chew & Relf, and recovered with interest while I was at the north in the army, and the child lost the use of it. On the twenty-seventh of May, 1811, Mr. Clark wrote me from the Balize the following letter:

DEAR SIR: We are preparing to put to sea, and I hope I shall have a pleasant passage, my stay will be but short in Philadelphia unless a forced one. In case of any misfortune to me, be pleased to deliver the enclosed to General Hampton; I count on him as a man of honor to pay the amount of notes mentioned in my letter to him, which in that case you will dispose of as I have directed. It will naturally strike you that the letter to the General is to be delivered only in case of misfortune to me, remember me kindly to Mrs. Davis and all your family.

Yours,

Signed DANIEL CLARK.

P. S. Of the enclosed letter you will say unless in case of accident, when you may communicate it to Chew & Relf.

S. B. DAVIS.

His instructions to me were to place the money to the best advantage for his daughter Myra's interest; Mr. Clark proceeded to Philadelphia, and when he was about to sail for New Orleans, wrote to me the following letter respecting his daughter Myra.

PHILADELPHIA, 12*th July*, 1811.

MY DEAR SIR: In case of any accident or misfortune to me, be pleased to open the letter addressed to me, which accompanies this, and act with respect to the enclosures as I directed you with respect to the other affairs committed to your charge before leaving New Orleans. To account in a satisfactory manner to the person committed to your honor; will, I flatter myself, be done by you when she is able to manage her own affairs, until when, I commit her under God to your protection. I expect to sail tomorrow for New Orleans in the ship Ohio, and do not wish to risk these papers at sea.

Yours,

Signed DANIEL CLARK.

S. B. DAVIS, Esqr.

In this letter was the packet referred to by Mr. Clark in this letter; which on his safe arrival in New Orleans, I gave to him unopened as also the letter addresed to General Hamton in Mr. Clark's letter from the Balize.

11th. The tenth and eleventh interrogatories are intended to be answered by this.

To the twelfth interrogatory on the part of the plaintiffs, he answers as follows:

12th. Mr. Clark always did manifest the warmest affection and deepest interest towards his daughter Myra. He has repeatedly told me that he intended to leave her his property, and I never doubted that he was entirely sincere.

To the thirteenth interrogatory on the part of the plaintiffs he answers as follows:

13th. I have heard Mr. Clark repeatedly say that she was his heir.

To the fourteenth interrogatory on the part of the plaintiff, he answers as follows:

14th. In answer to this, I can only repeat what I have already said in the preceding interrogatories, that he intended to leave her his property.

To the fifteenth interrogatory on the part of the plaintiffs, he answers as follows:

15th. I have no knowledge of any written will at the time of Mr. Clark's death, I was absent in the army at the north and had been absent from Louisiana more than a year; I have perfect knowledge that the property owned by him commonly known as the Bayou property, had been secured to her by a sale to Mr. De la Croix and D. D. Bellechasse, in seperate portions, wherein he cofided in blind confidence to their honor. This same property he had previously transfered to me in a bona fida sale in the same blind confidence, but in consequence of a coolness before mentioned in my reply to a former interrogatory, I gave it up.

To the sixteenth interrogatory on the part of the plaintiff he answers as follows:

16th. I never heard of any will until after his death.

To the seventeenth interrogatory on the part of the plaintiffs he answers as follows:

17th. I have always before and after her birth up to the last hour I parted with him heard him acknowledge her as his daughter, and received instructions from him relative to her education in the minute particulars about which he manifested the greatest anxiety.

To the eighteenth interrogatory on the part of the plaintiffs he answers as follows:

18th. I have heard him on all occasions express himself in favor of her as his daughter and heir. It was an every day conversation when we met.

To the ninteenth interrogatory on the part of the plaintiffs, he answers as follows:

19th. Mr. Clark came as he always had to my house to see his child, our intercourse was as usual, I cannot pretend to say whether I possessed his confidence in the same degree that I thought I did before our estrangement.

To the twentieth interrogatory on the part of the plaintiffs, he answers as follows:

20th. I have very often heard him speak of her. She was always the subject of his conversation, when he visited my house, and he manifested if possihle more interest in his child in proportion as she grew older. His language was always the same but expressed with more enthusiasm as she became more interesting.

To the twenty-first interrogatory on the part of the plaintiffs, he answers as follows:

21st. I had not seen Mr. Clark for upwards of a year before his

death, being absent in the army, as already related, at his last interview with his child it was impossible for any father to have manifested more solicitude and affection than he did. In my last interview with Mr. Clark his conversation turned almost exclusively on the subject of his child. It was then I received instructions relative to her education about which he seemed very solicitous, and alluded to the place that he wished her to take in society when arrived at the years of maturity.

To the twenty-second interrogatory on the part of the plaintiffs, he answers as follows:

22d. As I have already related I did not see Mr. Clark for more than a year before his death. The conversations were always the same when on her subject as I have so repeatedly said.

To the twenty-third interrogatory on the part of the plaintiffs, he answers as follows:

23d. I have no knowledge on the subject of any written will.

To the twenty-fourth interrogatory on the part of the plaintiffs, he answers as follows:

24th. I have no knowledge on this subject.

To the twenty-fifth interrogatory on the the part of the plaintiffs, he answers as follows:

25th. I have no knowledge on this subject.

To the twenty-sixth interrogatory on the part of the plaintiffs, he answers as follows:

26th. I have no knowledge on this subject.

To the twenty-seventh interrogatory on the part of the plaintiffs, he answeis as follows:

27th. I have no knowledge on this subject.

To the twenty-eighth interrogatory on the part of the plaintiffs, he answers as follows:

28th. I have no knowledge on this subject.

To the twenty-ninth interrogatory on the part of the plaintiffs, he answers as follows:

29th. I have no knowledge on this subject.

To the thirtieth interrogatory on the part of the plaintiffs, he answers as follows:

30th. I have no knowledge on this subject.

To the thirty-first interrogatory on the part of the plaintiffs, he answers as follows:

31st. I have no knowledge on this subject.

To the thirty-second interrogatory on the part of the plaintiffs, he answers as follows:

32d. I have no knowledge on this subject.

To the first cross interrogatory on the part of the defendants, he answers as follows:

1st. My name is Samuel B. Davis, gentleman, residence Philadelphia, age sixty-eight.

To the second cross interrogatory on the part of the defendants, he answers as follows:

2d. I have no interest whatever in the event of this suit, that is in a pecuniary point of view.

To the third cross interrogatory on the part of the defendants, he answers as follows:

3d. I am in no degree whatever related to or connected with either of the plaintiffs.

To the fourth cross interrogatory on the part of the defendants, he answers as follows:

4th. I was in the spring and summer of 1813, commanding officer at Lewistown, State of Delaware, first aid de camp to the commander-in-chief of the State of Delaware, I believe Mr. Clark was at that time in Louisiana.

To the fifth cross interrogatory, on the part of the defendants, he answers as follows:

5th. I was very intimate with the said Daniel Clark. The circumstances that led to it were these. I commanded the ship General Washington, of sixteen guns, and came to New Orleans consigned to Mr. Clark, in the year 1799. At this time our commerce had been much interrupted, and we were then in a state of open warfare with France, in the service of which nation I had been several years, where I had acquired some reputation as an officer. I had resigned my commission in the service as Lieutenant de Vaisau, and had lately returned to my country very poor, and this was my first command. Louisiana was then under the Spanish government. The standing of Mr. Clark in society at that time inspired every stranger that came to the country with the highest respect for his character and acquirements. The kind reception which I met with from him naturally gained my confidence, and my confidence was confirmed by the delicate attention which he showed me on all occasions, and the interest which he took in every thing that related to me. My intimacy continued with Mr. Clark uninterrupted till 1809 or 1810, when from some cause, of which I have been ignorant, our mutual confidence was suspended.

To the sixth cross interrogatory, on the part of the defendants, he answers as follows:—6th. I was in partnership with Mr. Clark for several years in the rope walk establishment. Mr. Clark naturally conversed with me on the subject of our establishment.

To the seventh cross interrogatory on the part of the defendants, he answers as follows:—7th. I know nothing on this subject.

To the eighth cross interrogatory on the part of the defendants, he answers as follows:—8th. I never saw any will of Mr. Clark's.

To the ninth cross interrogatory on the part of the defendants, he answers as follows:—9th. I have no knowledge on this subject.

To the tenth cross-interrogatory on the part of the defendants, he answers as follows:—10th. Answered in preceding interrogatory.

To the eleventh cross-interrogatory on the part of the defendants, he answers as follows:—11th. I do not know whether he was or not.

To the twelfth cross interrogatory on the part of the defendants, he answers as follows:—12th. I was not present at the birth of the child Myra, but at Mr. Clark's request I had the necessary arrangements made for her birth. I have maintained and educated the child Myra at my expense. She was born in New Orleans in June, 1804 or 1805. I did not see her mother before her birth, nor had she any communication with me. The terms on which Mr. Clark and myself were at that time, precluded the possibility of his speaking to me of his child in respect to the expense of her maintainance. I had been under so many obligations to him, and I believe he knew my character too well to suppose that I would have tolerated such an allusion. Time rolled on, and the child grew, and as she grew she gained on our affections, and no conversations ever passed between me and Mr. Clark relative to the expense of her maintainance until we were about leaving that country for the north in 1812, when her education became an object of deep interest to him. Then he insisted on my retaining in my hands the two thousand three hundred and sixty dollars, which I have already mentioned, the interest of which was to go towards her education. The requisite balance for her education was to have been remitted to me yearly. I never wrote to Mr. Clark on the subject of her expenses, nor ever should. His death put an end to our correspondence. Had he lived I am sure he would have attended to it. I cannot say whether the child was ever christened or not. She was not christened at my house.

To the thirteenth cross interrogatory on the part of the defendants, he answers as follows:—13th. It is impossible for me to answer this question in any other way than that he believing her to be his child, felt as a father towards her. She was not born at his residence. This question has been answered in my reply to a former interrogatory. Her mother's family name was Carriere. I do not know where her place of residence then was, but the child was born in New Orleans.

To the fourteenth cross-interrogatory on the part of the defendants, he answers as follows:—14th. On one occasion Mr. Clark spoke to me of a child called Caroline, then living in New Jersey, but we had no conversation on her subject, if I remember rightly, but on one occasion. It was not for me to enquire what could produce a difference of feeling or attribute to him any cause of this difference of feeling.

Signed, SAMUEL B. DAVIS.

A true copy of interrogatories propounded to Samuel B. Davis, and to Madm. Marian Rose Davis, and the answers of Samuel B. Davis thereto, on file in the court of probates in and for the parish and city of New Orleans. New Orleans, 21st April, 1840.

Signed, W. F. C. DUPLESSIS,
[L. S.] *Register of Wills.*

WILLIAM W. WHITNEY and MYRA C. WHITNEY *vs.* ELEANOR O. BEARN. } Court of Probates and State of Louisiana.

Marian Rose Davis, a witness for the plaintiffs, being sworn, answers. To the first interrogatory on the part of the plaintiffs, she answers as follows.—1st. I was several years acquainted with Mr. Clark.

To the second.—2d. I was upon terms of intimacy with Mr. Clark only so far, he was in the habit of coming very often to my house to caress his daughter Myra, who was placed by him in the charge of my husband and myself.

To the third interrogatory on the part of the plaintiffs she answers as follows: 3d. When Mr. Clark died his daughter Myra was living in my family.

To the fourth interrogatory on the part of the plaintiffs she answers as follows: 4th. I have heard Mr. Clark often claim and acknowledge as his own child the said Myra. He placed her in our family as his own child. He uniformly acknowledged her with pride and uncommon affection as his own child.

To the fifth interrogatory on the part of the plaintiffs she answers as follows: 5th. Mr. Clark, himself, placed his daughter Myra in charge of my husband and myself when she was about six or eight days old, and from that till our departure from Louisiana, in 1812, he was accustomed to spend much of his time with his daughter Myra, he always claimed and acknowledged her as his own child.

To the sixth interrogatory on the part of the plaintiffs she answers as follows: 6th. This child was placed in my family by Mr. Clark when she was six or eight days old, and she remained with us till her marriage with William Wallace Whitney; she is now with her husband on a visit in our family. She was protected by Mr. Clark.

To the seventh: 7th. She was named Myra.

To the eighth: 8th. I know Myra Clark Whitney, she is the very same person whom Mr. Clark placed in care of our family as his own child, and whom he always claimed and acknowledged to us as his own child.

To the ninth: 9th. I am not.

To the tenth: 10th. In May, 1811, at the time he heard that D. W. Coxe, of Philadelphia, had become very much embarrassed,

and went to that city on that account, Mr. Clark placed with my husband a large amount of property, to be appropriated for the benefit of his daughter Myra, if misfortune befel him; if not, they were to be returned to Mr. Clark. Also, after his arrival in Philadelphia, as he was about to sail for New Orleans, Mr. Clark wrote a letter to my husband, dated July 18th, enclosing, we supposed, written authority to invest his daughter with more property, in case of his death before his arrival in New Orleans.

To the eleventh: 11th. Mr. Clark never placed any property in my hands for his daughter.

To the twelfth: 12th. Mr. Clark showed wonderful affection for his daughter Myra, and often spoke of her as the heir of his estate.

To the thirteenth: 13th. I have often heard him say that he would leave his estate to her.

To the fourteenth: 14th. I have heard him speak of her as the heir of his estate.

To the fifteenth: 15th. I have no knowledge of any will of Mr. Clark.

To the sixteenth: 16th. I have no knowledge of any will of Mr. Clark.

To the seventeenth: 17th. After Mr. Clark's return from Philadelphia, in 1811, and until our departure from Louisiana, in 1812, he came to our house very often to see his daughter Myra, and he always claimed and acknowledged her as his daughter.

To the eighteenth: 18th. When we were about to depart from Louisiana, in 1812, Mr. Clark said that she would be his heir. That he intended to leave his estate to her. He spoke in terms of great affection and pecuniary ambition about her.

To the nineteenth: 19th. After Mr. Clark's return to New Orleans from Philadelphia, in 1811, until our departure from New Orleans, in 1812, he was in the habit of coming to our house very often to see his daughter Myra.

To the twentieth: 20th. After Mr. Clark's return to New Orleans, in 1811, as long as we remained in New Orleans he came very often to see his daughter Myra. He spoke of her with great affection. Said that he should leave her all his estate. His ambition was stimulated to make her very rich.

To the twenty-first: 21st. It was when we left New Orleans, in or near March 1812, that I saw Mr. Clark for the last time. I, with his daughter Myra, sailed about two months before my husband. On this occasion Mr. Clark said as she was of an age to receive instruction he wished that on our arrival at the north teachers should be provided for her. He spoke of her as his heir, and in speaking of her education, said that he wished her educated in a manner suitably to take in society the standing of the heir of his estate.

To the twenty-second: 22d. I never saw Mr. Clark after I left Louisiana in the spring 1812. On this occasion he spoke of his daughter Myra as the heir of his estate; manifested the inten-

sest affection and solicitude for her, and pride and ambition for her.

To the twenty-third: 23d. I never heard Mr. Clark speak of any will.

To the twenty-fourth: 24th. I never heard Mr. Clark speak of any will.

To the twenty-fifth: 25th. I never saw any will of Mr. Clark, or any writing called by him his will.

To the twenty-sixth: 26th. I have no knowledge on this head.

To the twenty-seventh: 27th. I never heard Mr. Clark speak of any will of his own.

To the twenty-eighth: 28th. I never saw any will of Mr. Clark's.

To the twenty-ninth: 29th. I never heard Mr. Clark speak of any will.

To the thirtieth: 30th. I never heard him speak of any will.

To the thirty-first: 31st. I never heard him speak of any will.

To the thirty-second: 32d. I never saw any will of Mr. Clark's.

To the first cross interrogatory on the part of the defendants she answers as follows: 1st. My name is Mary Ann Rose Davis, wife of Samuel B. Davis. I reside in Philadelphia. I have no employment.

To the second cross interrogatory: 2d. I have no interest in the event of this suit?

To the third cross interrogatory: 3d. I am in no degree connected with either of the plaintiffs.

To the fourth cross interrogatory: 4th. I was at Lewistown in the spring and summer of 1813. I do not know where Mr. Clark was.

To the fifth cross interrogatory: 5th. My intimacy with Mr. Clark was only so far as was produced by having in my family his daughter Myra. This continued till my departure from New Orleans in 1812.

To the sixth cross interrogatory: 6th. He was not.

To the seventh cross interrogatory: 7th. I have no knowledge of any will of Mr. Clark's.

To the eighth cross interrogatory: 8th. I never saw any will of Mr. Clark's.

To the ninth cross interrogatory: 9th. I knew nothing of any will of Mr. Clark's.

To the tenth cross interrogatory: 10th. I know nothing of any will of Mr. Clark's.

To the eleventh cross interrogatory: 11th. I do not know whether Mr. Clark was married or not.

To the twelfth cross interrogatory: 12th. Before the birth of this child, Mr. Clark came to my husband and requested him to have a house prepared for the reception of the child's mother. She was

born in New Orleans. This child lived in our family till her marriage. Before we left New Orleans, she had never had teachers, nor till Mr. Clark's death. It was then alone at my husband's expense. I do not know that she was ever christened. Mr. Clark purchased a servant for her, gave her costly dresses and play things.

To the thirteenth cross interrogatory: 13th. I can only suppose it was from natural affection. I believe that she was born in a house which my brother then held, which was not the house of Mr. Clark's residence. Her mother's family name was Carriere. I do not know where she then resided. The child was born in New Orleans.

To the fourteenth cross interrogatory: 14th. His daughter Myra is the only child Mr. Clark ever acknowledged to me as his own.

her
Signed, MARYAN ROSE ⋉ DAVIS,
mark.

Indisposition prevents Mrs. Davis from signing her name.
Signed, J. N. SWIFT.

A true copy of the answers of Madame Marian Rose Davis to interrogatories propounded to her, filed in my office.

Signed, W. F. C. DUPLESSIS,
[L. s.] *Register of Wills.*
New Orleans, 21st April, 1840.

Filed, April 25th, 1840.
Signed, D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Dy. Clerk.*

[Note.—The following deposition was introduced in evidence by the defendant, and ought to take its place after page 325, and the two other depositions, included in folios 326 and 336, ought to follow this page 262 of manuscript.]

Deposition of Francois Dusuau De la Croix.

CIRCUIT COURT OF THE UNITED STATES,
For Ninth Circuit, sitting in and for the Eastern District of Louisiana.

To the American Consul or Vice Consul at Paris, (France.)

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Francois Dusuau De la Croix, and him duly examine on oath, touching and concerning

certain matters and doings in a cause now depending in the said court, wherein Myra Clark Whitney is complainant, and Richard Relf, Chew, et als., are defendants, and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable R. B. Taney, Chief Justice of the Supreme Court U. S. at the city of New Orleans, this [L. S.] 18th day of Dec., Anno Domino, 1837, and the 62d year of the Independence of the United States of America.

Signed, T. W. COLLENS,
Dy. Clerk.

DANIEL BRENT,
Commissioner.

IN THE NINTH CIRCUIT OF THE UNITED STATES COURT,
For he Eastern District of Louisiana.

WM. W. WHITNEY
and MYRA C. WHITNEY, Complainants.
against
RICHARD RELF,
BEVERLY CHEW and others, Defendants.
} In Chancery.

Interrogatories to be propounded on behalf of the complainants to Francois Dusuau De la Croix :

1st. Please to state your name, age and occupation.

2nd. Please to state whether or not you were acquainted with the late Daniel Clark of New Orleans in the State of Louisiana, who died in or near said city on or about the 16th day of August, 1813. If aye, state whether or not you were at any times, and if so, how long upon terms of friendly intimacy with said Clark.

3rd. Please to state whether or not the said Daniel Clark left at his death any child or children, whom you had heard him acknowledge as his own. If aye, state how many, and the name or names of such child or children.

4th. There is of record in the court of probates at New Orleans a petition in the following words, to wit :

To the honorable Judge of the Court of Probates of the of New Orleans:

The petition of Francis Dusuau De la Croix of this parish, planter, respectfully sheweth that your petitioner has strong reasons to believe, and does verily believe, that the late Daniel Clark has made a testament or codicil posterior to that which has been opened

before your honorable court, and in the dispositions whereof he thinks to be interested. And whereas it is to be presumed that the double of this last will, whose existence was known by several persons, might have been deposited with any notary public of this city.

Your petitioner therefore prays, that it may please your honor to order, as it is the usual practice in such cases, that every notary public of this city appear before your honorable court within the delay of twenty-four hours, in order to certify on oath if there does or does not exist in his office any testament or codicil or any sealed packet deposited by the said late Daniel Clark: and your petitioners as in duty bound will ever pray, &c.

Signed, SEGHERS,
Of counsel for Pt.

Francis Dusuau De la Croix, the above petitioner, maketh oath that the material facts in the above petition set forth, are true to the best of knowledge and belief.

Signed, DUSUAU DE LA CROIX.

Sworn before me August 18th, 1813.

Signed, THOS. BEALE R. WILES.

Please to state the names of the said several persons by whom you depose in your said petition the existence of the said last will of the said late Daniel Clark made, posterior to the will which had been opened before the said Court of Probates, was known.

5th. Please to state whether or not you had strong reasons to believe, and did verily believe, that the said late Daniel Clark had made a testament posterior to that which had been opened before the said Court of Probates.

6th. Please to state whether or not the existence of the said last will of the said late Daniel Clark, made posterior to the will which had been opened before the said Court of Probates, was known by several persons.

7th. In a deposition given by you in the said Court of Probates on the 29th and 30th April, 1834, you use the following words, to wit: "After this conversation at the plantation of deponent, he, deponent, called to see Clark at his house on the Bayou road; he there found him in his cabinet, and had just sealed up a packet, the superscription of which was as follows: "Pour etre ouvert en cas de mort." Clark threw it down in presence of deponent, and told him that it contained his last will and some other papers which would be of service. Please to state whether or not you called to see said Clark at his house on the Bayou road, subsequent to the time of your conversation with him on your plantation; and whether or not you then found him in his cabinet; and whether or not he had just sealed a packet, the superscription of which was as follows: "Pour etre ouvert en cas de mort;" and whether or not he, the said Daniel Clark, threw it down in your presence, and told you that it contained his last will and some other papers which

would be of service. State also whether or not the said Daniel Clark had, prior to your said interview with him at his house on the Bayou road, held a conversation with you on the subject of making his will; and whether or not he had asked you to become in his will, the tutor of his daughter Myra; whether or not he had asked you to take charge of her education; whether or not he had expressed the wish that she should be sent to France for her education: answer particularly and fully.

8th. In same deposition you also depose as follows: "Clark observed to deponent at the time he shewed him the packet which he said contained his will; that in case of his death it would be found in a small black trunk which he had there." Please to state whether or not said Clark did at the time he shewed you the packet which he said contained his will, observe to you that in case of his death it would be found in a small black trunk which he had there. State the declarations of said Clark respecting this matter.

9th. In same deposition you also depose as follows: That when Mr. Clark shewed the deponent the sealed packet as related before, telling him that it contained his will and other papers, deponent naturally supposed it to be the will of which Mr. Clark spoke to him on his plantation, to wit: the one which contained the provision naming deponent, executor and tutor to Myra. Please to state whether or not, when said Daniel Clark shewed you the sealed packet, ar related before, telling you that it contained his will and other papers, you supposed it to be the will of which Mr. Clark had spoken to you on your plantation, to wit: the one which contained the provision naming you executor and tutor to said Myra.

10th. In same deposition you also depose as follows: Clark requested him, deponent, not to say any thing about it to Relf and B. Chew; he observed also that he had named R. Relf and B. Chew as his executors in a former will, and on that account it was that he wished nothing said to R. Relf and B. Chew." Please to state whether the said Daniel Clark did or did not request you to say nothing about it to Relf and B. Chew; and did or did not said Daniel Clark at the same time observe, that he had named R. Relf and B. Chew as his executors in a former will, and that on that account he wished nothing said to them about it; state particularly the declarations of said Clark respecting this matter?

11th. In a paper written by you under date 26th July, 1833, you use the following words, to wit, Dans cette entrevue que j'eus avec Mr. Clark, il me dit qu'ayant fait un testament par le quel il avait nommé Messrs. Chew et Relf ses executeurs testamentaires il desirait qu'ils ignorent qu'il avait changé ses dispositions à cet égard," please to state whether or not the said Daniel Clark at that or any interview with you, told you that having made a will by which he had named Messrs. Chew and Relf, his testamentary executors, he desired that they should remain ignorant that he had changed his dispositions in that respect; state particularly what said Clark told you respecting this matter, and when and where.

12th. In your said deposition given in the court of probates on the 29th and 30th April, 1834, in representing a conversation which the said Daniel Clark held with you some few months before his death, you use the following words. " He there spoke of her as daughter." Please to state whether or not the said Daniel Clark did then speak of the said Myra as his daughter.

13th. In same deposition you say. "He thinks be made the request to Mr. Bellechasse and Judge Pitot." Please to state whether you think said Clark requested Mr. Bellechasse and Judge Pitot also to be his executors.

14th. Please to state whether or not the said Daniel Clark visited you on your plantation, some few months before his death on the subject of his will, whether he then declared to you his intention of making his will, and whether he requested you to be in said will the tutor of his daughter Myra, and executor; state particularly all said Clark declare to you on this subject on said occasion, and state how long was his said visit on your plantation ?

15th. There is of record in the said court of probates, a paper containing the following words. Know all men by these presents, that on the seventeenth day of August, in the year of our Lord one thousand eight hundred and thirteen, and the thirty-eighth of the Independence of the United States of America. Personally appeared before me, James Pitot, Judge of the court of probates in and for the city and parish of New Orleans, Paul Lanuse and Louis Sere both residents in the city of New Orleans, who being duly sworn agreeably to law, declare and say, that a packet folded up as a letter, sealed with a red wafer, which I presented to them, and bearing the following superscription. "This is my olographick will, New Orleans, 20th May, 1811, Daniel Clark." that the same is the proper handwriting of him the said Daniel Clark.

Signed PAUL LANUSE,
LOUIS SERE.

Sworn to and subscribed before me, New Orleans, August 17th, 1813.

Signed JS. PITOT.
Judge.

Wherefore, I the said judge caused the said packet to be broke open, in which was found one writing page signed Daniel Clark, and after; caused the same instrument to be read in presence of the above named witnesses, who did further recognise the same to be totally written by the late Daniel Clark.

Signed LOUIS SERE,
PAUL LANUSSE.

This paper is dated the 17th day of August, 1813, one day anterior to the date of your petition presented under oath to the said court, in which you deposed that you had strong reasons te believe and did verily believe, that the said Daniel Clark had made a testament or codicil, posterior to the one opened before the said court;

the existance of which last will you deposed in same petition was known by several persons; will you please to state whether the above mentioned packet folded up as a letter, and sealed with a red wafer, superscribed. "This is my olographic will, New Orleans, 20th May, 1811, Daniel Clark," having on the inside one writing page, is the same packet which said Clark had just sealed up, at the time you saw him at his house on the Bayou road in 1813; which had a superscription as follows, "pour etre ouvert en cas de mort," which he told you contained his last will and some other papers which would be of service?

16th. Please to state whether or not the said Daniel Clark had at the time of his death a negro man named Lubin? If aye, whether or not the said Clark reposed great confidence in Lubin, and expressed or manifested great attachment towards him.

17th. Please to state whether or not you ever told the complainants in this cause, or R. R. Keene or any one else that the will of said Daniel Clark, that was admitted to probate in New Orleans, was not the last will of said Clark; that said Clark had made another will as his last will; that this last made will was suppressed at or after his death, that the same was made in favor of the said Myra the daughter of the said Daniel Clark; that at the death of the said Daniel Clark the said Lubin came to you and told you that his master had on his death bed directed him to deliver to you his last will; and that Richard Relf had prevented his doing so, that you thereupon went to Judge Pitot who told you that Lubin had already given him the same information; state fully all you declared to the complainants on these subjects. And state whether Lubin did or did not at or after the death of said Daniel Clark, tell you that his master had on his death bed, directed him to deliver to you his last will; state also whether or not Lubin told you that Mr. Relf prevented his doing so, whether or not Lubin told you that Mr. Relf suppressed or took into his possession the said last will: state every thing Lubin declared to you.

18th. Please to state what will it was of the said Daniel Clark's, which in your said petition you deposed as being his last will, and whose existance you therein deposed, was known by several persons; state all you heard the said Clark or any one say respecting the same? State all you know concerning the same.

19th. State your opinion of said Clark's talents, his energy and enterprise, his education and knowledge of the laws and customs of Louisiana; state when you first came to Louisiana; state also in or near what year said Clark first came to Louisiana; state whether he was well acquainted with the Spanish and French languages.

19th. Please to state whether or not you were examined as a witness on behalf of the defendants in the case of W. W. Whitney and wife *vs.* Eleanor O. Bearn and others, then pending in the court

of probates for the city and parish of New Orleans, said examination being made in the month of September, 1835.

Signed, WM. WALLACE WHITNEY.

Endorsed—p. p.

Filed, 25th July, 1837.

Signed, T. W. COLLINS,
Dy. Clerk.

IN THE NINTH COURT OF THE UNITED STATES,
In and for the Eastern District of Louisiana.

WILLIAM W. WHITNEY,
and MYRA C. WHITNEY, Complainants,
vs.
RICHARD RELF,
BEVERLY CHEW and others, Defendants.

Cross-Interrogatories to the interrogatories filed by the complainants on the 25th July, 1837, and by them propounded in their behalf to Francois Dusuau de la Croix.

☞ In propounding these cross-interrogatories, the defendants who now appear to cross the same, especially reserve to themselves the right to demur or plead, or answer hereafter as they shall be advised, and at all times to declare and shew that this honorable court hath not, at law or in equity, any jurisdiction of the matters of the present bill of complaint, the same being only cognizable by the probate court of the parish of Orleans, in the State of Louisiana, which court is already seized of the succession of Daniel Clarke, the pretended ancestor of the complainant Myra, the same being a court where a plain, adequate, and complete remedy may be had at law by the complainant, for any and all their supposed claims against the succession of the said Daniel Clark, and full redress for their many grievances set forth in their said bill of complaint; protesting, therefore, against this proceeding, and not intending to waive any right, or to admit any claim of the complainants in the premises, but merely desiring and intending to provide against the effect of error, accident, or surprise, and especially of fraud on the part of the complainants, and wishing to advertise the said complainants of the purposes of such of the respondents only as sign these cross-interrogatories, said respondents here acting in his, her, and their only behalf, and each one acting for himself, herself, or themselves separately, propound the following cross-interrogatories to Mr. Francois Dusuau de la Croix:

1st. The complainants on the sixth of February last propounded to you interrogatories in this case and in their suit; will you state whether you have answered the same?

2d. The complainants presuming to refer to a deposition which you are supposed to have given in this city on the 29th and 30th

April, 1834, ask you many questions in reference to said deposition. Now it was very easy for the said complainants to have furnished you with a full copy of such supposed deposition, that you might have been enabled to state with accuracy all your former declarations and suppositions. How can you undertake to relate the terms and details of your deposition given three years since? and especially how can you undertake to answer questions touching private conversations which occurred in 1813, especially with negroes and slaves? Did you keep any memorandum of your conversations with the slave Lubin, and did Lubin's communications make any particular or lasting impressions on your mind? If aye, state what.

3d. If you speak of any supposed will of Daniel Clark, state whether or not Mr. Clark did not speak to many persons in Louisiana on the subject of his testamentary dispositions, and whether he did not mention to several gentlemen living in New Orleans that he intended to name them his executors. What do you suppose were Mr. Clark's motives in talking thus publicly and frequently about his will, his executors, &c. &c.? Mention fully all circumstances.

4th. The complainants have in their fourth interrogatory given the supposed contents of a record in the court of probates of New Orleans. As this is not a certified copy, but merely made out by the complainants themselves, how can you say any thing about it, not knowing whether it be true or a mere fiction of the complainants designed to mislead you.

5th. If you say any thing about a will supposed to have been made by Mr. Clark, and of the contents of which he desired Messrs. Chew and Relf to be kept ignorant, mention what circumstances you suppose would have thus influenced Mr. Clark. Did not those gentlemen continue to enjoy his confidence and friendship up to the period of his death? and if they did, what motive could influence him to use any such artifice or duplicity in relation to them?

6th. Were you or not intimate with Mr. Clark? If aye, state whether he was ever married. If aye, when and to whom did he introduce his wife publicly in New Orleans? If not, why not? Was his marriage clandestine? If so, what motive do you suppose could induce Mr. Clark to contract a secret marriage?

7th. The complainants ask you about a female child called Myra, of whom Mr. Clark supposed himself to be the father. State whether you ever had any conversation with Mr. Clark on the subject of that child, and mention all that he said, so far as you can recollect, and particularly whether or not he said he intended to leave her property enough to take the stain off of her birth? If he used that or any similar expression, state what you suppose he meant, and what stain could have rested on the birth of his own legitimate daughter.

8th. The complainants ask whether Mr. Clark was not a man of fine education, and particularly well versed in the laws of Louisiana. If you answer that question affirmatively, state if you believe he was ignorant that under those laws, natural children or adulterous bastards cannot inherit by will from their supposed parents.

9th. In their eighth interrogatory in chief, the complainants ask about a small black trunk; state if you please, whether you were present at Mr. Clark's house at the time of his death, and whether you did or not assist as a witness in placing the seals in the papers in his cabinet? state also whether you saw the said black trunk, and if you did and can recollect, mention its size and appearance, state whether it was not found on a table in Mr. Clark's cabinet when the seals were placed on his effects, or whether it was not shut up in an armoire containing papers; state also if you recollect whether or not it was opened by directions of judge Preval, for the purpose of ascertaining whether it contained a will, and whether in fact the will was not there found, in presence of judge Preval and of all the witnesses, and whether the said trunk was not immediately replaced in the armoire.—Be pleased to recollect and state particularly, all circumstances and facts which occurred on this occasion.

10th. The complainants pretend that Myra, one of the complainants, was the legitimate daughter of Mr. Daniel Clark, and the object of this suit is to ascertain her pretention as such. Will you now sir, state all that you know on the subject, and all that you have heard Mr. Daniel Clark say about Myra, and mention all that you know or heard Mr. Clark say about the legitimacy or illegitimacy of Myra and what about her birth, mention all details with as much particularity as your memory will permit, and if you know any other matter or thing about which you have not now been questioned, and which you suppose would benefit the respondents, mention the same as fully as if you had been thereto specially interrogated.

Signed L. C. DUNCAN,
of counsel for Richard Relf and Bev. Chew.

Endorsed filed 10th August, 1837.
Signed T. W. COLLENS, *Deputy Clerk.*

WILLIAM W. WHITNEY and
MYRA C. WHITNEY, Complainants
against
RICHARD RELF, BEV. CHEW
and others; Defendants.

Deposition in answer to certain interrogatories and cross interrogatories propounded by Daniel Brent, American consul at Paris, in virtue of a commission issued out of the ninth circuit of the

United States Court for the eastern district of Louisiana, to Francois Dusuau de la Croix, witness in a certain cause, wherein William W. Whitney and Myra C. Whitney are complainants, and Richard Relf, Beverly Chew and others defendants: the said witness residing in Paris, Quai d'Orsay, No. 15.

I. To the first direct interrogatory, he saith thus in French:

Francois Dusuau de la Croix, agé de 60 ans virant de mes rentes.

II. To the second direct interrogatory he saith thus in French:

J'ou conme Mr. Daniel Clarke, avec lequel j'ai en une assez longue intimité, sans me rappeler positivement sa mort que jè crois pourtant avoir eu lieu vers 1813.

III. To the third direct interrogatory he saith thus in French:

J'ignore absoliment sé Mr. Daniel Clarke, à sa mort, à laissé un où plusiurs enfans, muis je lui ai entendre dize, qu'il regard ait comme sa fille naturelle, où batārde, une petite fille nommee Myra Nee d'ime femme Maria.

IV. To the fourth direct interrogatory, he saith thus in French:

C'est d'après ce que m'a dit Mr. Daniel Clarke que j'ai du penser qu'il existait un autre testament posterieur a celui qui a ete ouvert à la cour des Prenves. Je crois que Mr. Clark avait eyalernent parle de ce projet de testament, à Mr. James Petot, mais je de'claie n'avoir jamais vie le ait testament: c'est ainsi que la petition que j'adressai à la cour doit être entendre et nou autrement.

V. To the fifth diiect interrogatory, he saith thus in French:

Je ne commais rien autre chose que ce que m'a ait Mr. Daniel Clarke du projet qu'il avoir de fanè un nouveau testament.

VI. To the sixth direct interrogatory, he saith thus in French:

J'ignore entierement l'enistence de ce nouveau testament; je sais sentiment queMr. Clarke m'a dit, qu'il avait l'intention de le faire. Il n'est pas a mu connaissance qu'il en ait parle a d'autres personnes, si'ce n'est peut etre a Mr. James Pitot.

VII. To the seventh direct interrogatory, he saith thus in French:

Pour repondre a toutes ces questions je me referre aux reponses que j'ai faites, pasuevant la cour des Prenes de la Nouvelle Or leans en 1834, regardant comme parfaitement inutile de repeter ce que j'ai ait alors.

VIII. To the eighth direct interrogatory, he saith thus in French:

J'ai dèja repondre a cette question, lois de l'interrogatoire qui me firt fait pardevant la cour des preures de la Nouvelle Orlenes en 1834; je me re'ferre aux réponses que je fis ace sujèt, et que je confirme.

IXth. To the ninth direct interrogatory he saith thus in French:

J'ai dū croix que ce que me aisart Mr. Clark etait la vèrité, et que ce paquet contenait le testament qn'il m'avait dit avoir le projet de faire.

X. To the tenth direct interrogatory, he saith thus in French:

J'ai déja répondre a cette question dans mon interrogatoire de 1834, sus cité au quil je me refere.

XI. To the eleventh direct interrogatory, he saith thus in French:

Jai déja repondre à cette question dans mon interrogatoire de 1834 sus cité auquel je me refere.

(☞ Here the page ends.)

Signed DUSUAU DE LA CROIX.

Deposed to and subscribed before me,

Signed DANIEL BRENT,
Commissioner.

XII. To the twelfth direct interrogatory, he saith thus in French:

Mr. Daniel Clark dans cette conversation me parla de Myra comme de la fille bâtarde et non autrement.

XIII. To the thirteenth interrogatory, he saith thus in French:

Monsier Clarke ne m'a point parle autant que je pais m'en souvenir, ni de Mr. Bellechasse ni de Mr. Pitot comme ayant l'intention de les nounner ses executeurs testamentaires, il m'est impossible de rieu préceser à cet égard.

XIV. To the fourteenth direct interrogatory, he saith thus in French:

J'ai déja répondre á cette question dans mon interrogatoire de 1834 sus—cité auquel je me référe.

XV. To the fifteenth direct interrogatory, he saith thus in French:

Je ne puis rien répondre à cette question ne me rappetant pas dans ce moment, si j'ai vû ou non le paquet question.

XVI. To the sixteenth direct interrogatory, he saith thus in French:

Il est à ma cormaissaner que Mr. Daniel Clarke avait à son service, me domestique norr, nounré Lubin: Il me paraissait avoir assez de confiance dans cet honeur.

XVII. To the seventeenth direct interrogatory, he saith thus in French:

Je n'ai aucene souvenir d'avoir rien dit de ce qui est renfermé dans cette question, si ce n'est ce qui me fut dit par lubin, que son maitre lui avait donné l'ordre d'apportes chez moi, s'il venait à mourir, une cassette noire, qui devait contenir son testament; mais cette cassette ne me fut jamais remise.

XVIII. To the eighteenth direct interrogatory, he saith thus in French.

Le testament dont il est question dans ma petition ne peut être que celui que Mr. Clarke m'avait dit avoir le projet de faire, mais je ne puis parler de son existence, ignorant s'il a j'amais été fait, car pour parler de l'existence de ce testament, il faudrait l'avoir vea. Or, je déclare ne l'avoir jamais vu.

XIX. To the nineteenth direct interrogatory, he saith thus in French:

Cette question me parait fort étrange, et nul n'a le droit de me demander mon opinion personelle sur un individu quel conque.

XX. To the twentieth direct interrogatory, he saith thus in French :

Je ne me rappele pas du tout.

Signed DUSUAU DE LA CROIX.

Deposed to and subscribed before me,

Signed DANIEL BRENT,
Commissioner.

I. To the first cross interrogatory, he thus saith in French :

J'ai répondre à au interogatoire qui m'a été fait a Paris, par devant le consul des Etats Unis, et dout je ne me rappele pas l'époque.

II. To the second cross interrogatory, he saith thus in French :

J'ai répondre à cette question dans l'interrogatoire précedent, qui vient de m'être fait par les plaignants.

III. To the third cross interrogatory, he saith thus in French :

Mr. Clarke a parlé de testament et d'executeur testamentaires à fien des personnes que je ne pourrais céter, mais qui m'en out parlé dans le tems, je crois que dans le nombre étaiént Messieurs Pitot et Bellechasse, j'ègnore quels pourracèut être les motifs qui portaient Monsieur Clarke à s'entretenir ainsé de ses dernierès volotnés, lorsqu'il se trouvait avec ses amis, etart, ce pour leur manifester sa grande confiance, ou pour obtenir d'eux leur appui dans ses affaires personnelles ? C'est ce que j'ignore entièriment, ne volant à cet égard me livrer à au ceme conjecture.

(Here the page ends.)

Signed DUSUAU DE LA CROIX.

Deposed to and subscribed before me.

Signed DANIEL BRENT,
Commissioner.

IV. To the fourth cross interrogatory, he saith thus in French :

La réponse que j'ai faite au quatrième interrogatoire direct est une explication que j'ai cru nécessaire.

V. To the fifth cross interrogatory, he saith thus in French :

J'ignore quels pouvaient être les motifs de Mr. Daniel Clarke de voulerir garder secret ce projet de testament et nommer d'autres executeurs testamentaires que Messrs. Chew et Relf, lorsqu'il était notoire que ces Messrs. ont conservé sa confiance jusqu'à son dernier soupir.

VI. To the sixth cross interrogatory, he saith thus in French :

J'ais été trẽs lié avec Monsieur Daniel Clark : je n'ai jamais su de lui ni de qui que ce soit qu'il avait été marié, Mr. Clarke m'ayant dit aucontraire, dans plusieurs conversations intimes, qu'il ne se marierait jamais. Il est done à ma connoissance, comme à celle du public de cette époque, que Mr. Clarke n'a jamais pu présenter dans la société aucune femme, comme sa femme légitime ; et des

amis à Mr. Clarke dout je pourrais citer le nom, savent qu'il était peu propre au maraige, et qu'une des maries de Mr. Clarke était de paraitre avoir des intrigues, lorsque tous ses amis savaient que ces intrigues n'aboutesserient à rien.

VII. To the seventh cross interrogatory, he saith thus in French:

Mr. Clarke ne m'a jamais parle de Myra autrement qu'en la qualifiant de fille naturelle ou bâtarde. Je me réfere pour le reste de cette question à ce que j'ai répondre dans l'interrogatoire de mil huit cuet treute quatre per devaut la cour des preures de la Nouvelle Orleans.

VIII. To the eighth cross interrogatory, he saith thus in French:

J'ai répondre à cette question de la seule manière dout je pusse le faire.

IX. To the ninth cross interrogatory, he saith thus in French:

Je me réfère pour cette question à ma reponse faite à la cour des preuves en 1834.

X. To the tenth cross interrogatory, he saith thus in French:

Ce n'est qu'à Paris et depuis quelques mois seulement, que j'ai appris les prétentions de Myra à se faire passer pour la fille légitime de Clarke: Je n'ai jamais entendu parler d'elle que comme felle naturelle ou bâtarde.

Signed DUSUAU DE LA CROIX.

Deposed and subscribed before me.

Signed DANIEL BRENT,
Commisssioner.

Be it known, that by virtue of a commission to me directed, and issued out of the ninth circuit of the United States court for the eastern district of Louisiana, in a certain cause wherein William W. Whitney and MyraC. Whitney are complainants, and Richard Relf, Beverly Chew, and others, defendants, I caused to appear before me François Dusuau de la Croix, and after administering to him his oath, to declare the truth, propounded to him the interrogatories accompanying said commission, and caused to be written down the answers as they were delivered by him; and having done the same, I do hereby certify that the foregoing pages contain the depositions of the said witness. In testimony whereof, I hereunto affix my signature and private seal.

Done at the American consulate at Paris, No. 20, Rue de la Victoire, on the twenty-seventh day of March, one thousand eight hundred and thirty-eight.

Signed DANIEL BRENT, [L. S.]
Commissioner.

Envelope.

377

4½

Deduct ½

3¾ chageable to the post master of the United States of America, Captain Ker, at New Orleans.

New York, ship, May 22. (P. P.) Bureau, maritime, Havre, April 8, 1838.

Filed April 25th, 1840.

DUNCAN N. HENNEN, *Clerk.*
by FRANCIS A. FOYGNET, *Dy. Clerk.*

Petition of Francis Dusuau De la Croix, 18th August, 1813—filed by Plaintiff's, April 25th, 1840.

To the Honorable the Judge of the Court of Probates of the Parish of New Orleans:

The petition of Francis Dusuau De la Croix, of this parish, planter, respectfully sheweth:

That your petitioner has strong reasons to believe, and does verily believe, that the late Daniel Clark has made a testament or codicil, posterior to that which has been opened before your honorable court, and in the dispositions whereof, he thinks to be interested.

And whereas it is to be presumed that the double of this last will, whose existence was known by several persons, might have been deposited with any notary public of this city.

Your petitioner, therefore, prays that it may please your honor to order, as is the usual practice in such cases, that every notary public of this city appear before your honorable court within the delay of twenty-four hours, in order to certify on oath if there does or does not exist, in his office, any testament or codicil, or any sealed packet, deposited by the late said Daniel Clark.

And your petitioner, as in duty bound, will ever pray.

Signed, SEGHERS,
Of Counsel for the Petitioner.

Francis Dusuau De la Croix, the above petitioner, maketh oath that the material facts in the above petition set forth, are true, to the best of his knowledge and belief.

Signed, DUSUAU DE LA CROIX.

Sworn to before me, August 18th, 1813.

Signed, THOS. BEALL, *R. Wills.*

Order.

It is ordered that the several notaries of this city do appear before this court, at the office of the register of wills, to-morrow, the 19th instant, at 9 o'clock, A. M. precisely, in order to comply with the prayer of this petition.

Signed, JS. PITOT, *Judge.*

New Orleans, August 18th, 1813.

CLERK'S OFFICE, NEW ORLEANS,
April 22, 1840.

I certify the foregoing to be a true copy from the original on file in the court of probates, in and for the parish and city of New Orleans.

Signed, AND. DORESCOURT, [L. S.]
Dy. R. of W.

Ouissourd 'hui le seiziéme Jour du mois d'aoiet de l'au mil huet ceut treeze de notre seigneur, le treub huitiéme de l'indépendance Américaine, Nous Gallien Preval l'un des juges depaix pour la velle et la paroisse de la Nouvelle Orleans, nous étaut trouvé présent au décès du sieur Daniel Clarke ce sour à six heures du soir avous été requis par Mr. Richard Relf d'apposer les scellés sur tous les papiers appartenant à la succession du det sieur Daniel Clark, ce à quoi nous avous procedé en présence de Mrs. James Pitot et Dusuau De la Croix ; le det sieur Richard Relf ayaut été requis par nous de représenter les papiers de la dite succession, nous a conduit, dans la chambre du dit défunt, où en présence des témoins susdets, nous avous reunis tour les susdets papiers et les avous mis dans un bureau et une armoire que nous avous trouvé dans le chambre du det defunt, aprés, nous avous apposé nos scellés sur la porte de la dite chambre, et en avous établé gardieu, le sieur Francisco Morales, lequel a promis sous la foi du sermurt de remplér breu et fidélement les devoirs de la charge, et a signé avee nous ainsi que les témoins susdets, les même jour, mois et au que dessus.

Signé, FRANCISCO la ✕ MORALES.
marque.

Oui moment de close le présent proceis verbal, le sieur Richard Relf ayant trouvé dans une malle du défunt son testament olographe, nous avous pris en présence des susdets témoins pour en faire la remise à l'honorable juge de la cour des preuves.

Signé, JS. PITOT,
DUSUAU DE LA CROIX,
RICHARD RELF,
GALLIEN PREVAL,
Juge de Paix.

CLERK'S OFFICE, NEW ORLEANS,
April 22, 1840.

A true copy from the original on file in the court of probates.

Signed, AND. D. DORESCOURT, [L. S.]
Dy. Rr. of Wills.

New York, ship, May 22. (P. P.) Bureau, maritime, Havre, April 8, 1838.

Filed April 25th, 1840.

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by FRANCIS A. FOYGNET, *Dy. Clerk.*

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To the Honorable the Judge of the Court of Probates of the Parish of New Orleans:

The petition of Francis Dusuau De la Croix, of this parish, planter, respectfully sheweth:

That your petitioner has strong reasons to believe, and does verily believe, that the late Daniel Clark has made a testament or codicil, posterior to that which has been opened before your honorable court, and in the dispositions whereof, he thinks to be interested.

And whereas it is to be presumed that the double of this last will, whose existence was known by several persons, might have been deposited with any notary public of this city.

Your petitioner, therefore, prays that it may please your honor to order, as is the usual practice in such cases, that every notary public of this city appear before your honorable court within the delay of twenty-four hours, in order to certify on oath if there does or does not exist, in his office, any testament or codicil, or any sealed packet, deposited by the late said Daniel Clark.

And your petitioner, as in duty bound, will ever pray.

Signed, SEGHERS,
Of Counsel for the Petitioner.

Francis Dusuau De la Croix, the above petitioner, maketh oath that the material facts in the above petition set forth, are true, to the best of his knowledge and belief.

Signed, DUSUAU DE LA CROIX.

Sworn to before me, August 18th, 1813.

Signed, THOS. BEALL, *R. Wills.*

Order.

It is ordered that the several notaries of this city do appear before this court, at the office of the register of wills, to-morrow, the 19th instant, at 9 o'clock, A. M. precisely, in order to comply with the prayer of this petition.

Signed, JS. PITOT, *Judge.*

New Orleans, August 18th, 1813.

CLERK'S OFFICE, NEW ORLEANS,
April 22, 1840.

I certify the foregoing to be a true copy from the original on file in the court of probates, in and for the parish and city of New Orleans.

Signed, AND. DORESCOURT, [L. S.]
Dy. R. of W.

Ouissourd 'hui le seiziéme Jour du mois d'aoiet de l'au mil huet ceut treeze de notre seigneur, le treub huitiéme de l'indépendance Américaine, Nous Gallien Preval l'un des juges depaix pour la velle et la paroisse de la Nouvelle Orleans, nous étaut trouvé présent au décès du sieur Daniel Clarke ce sour à six heures du soir avous été requis par Mr. Richard Relf d'apposer les scellés sur tous les papiers appartenant à la succession du det sieur Daniel Clark, ce à quoi nous avous procedé en présence de Mrs. James Pitot et Dusuau De la Croix ; le det sieur Richard Relf ayaut été requis par nous de représenter les papiers de la dite succession, nous a conduit, dans la chambre du dit défunt, où en présence des témoins susdets, nous avous reunis tour les susdets papiers et les avous mis dans un bureau et une armoire que nous avous trouvé dans le chambre du det defunt, aprés, nous avous apposé nos scellés sur la porte de la dite chambre, et en avous établé gardieu, le sieur Francisco Morales, lequel a promis sous la foi du sermurt de remplér breu et fidélement les devoirs de la charge, et a signé avee nous ainsi que les témoins susdets, les même jour, mois et au que dessus.

Signé, FRANCISCO la ⋈ marque. MORALES.

Oui moment de close le présent proceis verbal, le sieur Richard Relf ayant trouvé dans une malle du défunt son testament olographe, nous avous pris en présence des susdets témoins pour en faire la remise à l'honorable juge de la cour des preuves.

Signé, JS. PITOT,
DUSUAU DE LA CROIX,
RICHARD RELF,
GALLIEN PREVAL,
Juge de Paix.

CLERK'S OFFICE, NEW ORLEANS,
April 22, 1840.

A true copy from the original on file in the court of probates.

Signed, AND. D. DORESCOURT, [L. S.]
Dy. Rr. of Wills.

Extract of the Civil Docket of the late City Court, beginning February 8th, 1806.

BROWN & FROMENTIN—
ZULIME CARRIERE
vs.
ELLERY—DEGRANGE. } 356.

Petition filed June 24th, 1806; debt or damages $100, wds. 600. Plea filed July 1st, 1806, by Ellery, wds. 500. Answer, July 24th. Set for trial on Thursday, the 24th July.

Mr. Fouke Swan, Mr. D'Orgenoy, Madam Marr.

Judgment for plaintiff—damages $100. July 24th, 1806.

Summons issued for Mr. Condrain, Chovot, Mary Marr, Rose Carriere, Christopher Joseph Le Prevot, Fouque, Le Breton D'Orgenoy, and Joseph Villar, senior.

Attorney's fees $10 00
Clerk's fees 7 87 1-2

Plea Filed July 1, 1806, in the above Case.

COUNTY COURT OF ORLEANS.

The Plea of Jerome Degrange, Defendant to the Petition of Zulime Carriere, Plaintiff.

This defendant, by protestation, not confessing or acknowledging all or any of the matters and things in the plaintiffs said petition contained to be true, in such manner and form as the same are therein and thereby alleged, for plea unto the said petition saith that this court ought not to have cognizance of the same, because the laws by which this court was created, and the jurisdiction thereof established, do not extend the same to cases of divorce, or give to this court any authority to pronounce therein, and because the damages in the said petition prayed for against this defendant cannot be enquired into or assessed until after the judgment of this court, touching the validity of the marriage between the petitioner and this defendant, shall be first declared. Wherefore, this defendant doth not suppose that this court will or ought to have or hold further cognisance of the petition aforesaid; and, therefore, this defendant doth plead the premises in bar to the said petition, and humbly demands judgment of this honorable court, whether he shall be put to make further answer thereunto, and prays to be hence dismissed, with his reasonable costs and charges in this behalf wrongfully sustained.

Signed, A. R. ELLERY,
For Defendant.

And the said plaintiff saith, that for any thing by the defendant above in pleading alleged, she ought not to be barred or precluded from having and maintaining her action aforesaid against the said defendant; wherefore, for want of a sufficient answer in this behalf, the plaintiff prays judgment, &c.

Signed BROWN & FROMENTIN,
For Plaintiff.

PARISH COURT, *for the Parish and City of New Orleans.*

A true extract from the civil docket of the late city court, beginning February 8th, 1806, and also a true copy of the plea filed by defendant, July 1st, 1806.

Signed J. OLLIE,
Deputy Clerk. [L. S.]

PARISH COURT.

I do hereby certify that the petition filed in this case is not among the papers in this case.

Signed J. OLLIE, *Deputy Clerk.*

Endorsed: Filed April 25th, 1840.

Signed D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Deputy Clerk.*

Judgment rendered in the Court of Probates, June 2d, 1836.

IN THE COURT OF PROBATES, *in and for the Parish and City of New Orleans.*

W. W. WHITNEY and WIFE
vs.
ELEANOR O. BEARN et als. } 843.

THURSDAY, 2*d June*, 1836.

Came on again this day, pursuant to adjournment yesterday, the rule of the 28th day of May last past; Grymes & White for plaintiffs, Seghers & Duncan for defendants. When, after hearing further testimony and argument of respective counsel, the same was submitted upon said rule; whereupon the court delivered the following opinion, to wit:

The private papers of the deceased, among which was found the will of deceased admitted to probate, cannot be viewed by the court as the papers contained in the black trunk mentioned in the inventory.

The process verbal of the judge affixing the seals on the property of the deceased, the testimony of the said judge, the publication of one of the testamentary executors of the deceased in the

columns of the Bee, strongly impress upon the mind of the court that the private papers, amongst which was the will of the deceased, must have been contained in another trunk elsewhere placed than in the room on the doors of which were placed the seals of the judge, as well the armoir, bureau, and papers of the deceased, and afterwards inventoried by the register of wills. The account which the executor gives of these private papers, is that they must have been either lost or destroyed by moisture; under this state of things is the court to issue the order prayed for as a means necessary to the plaintiffs' action; can the court, by any order necessary for the exercise of its jurisdiction, and for the protection of the rights of the plaintiffs, compel the production of what is lost or destroyed by moisture? it is thought not; and the only remedy of the party plaintiff, seems indicated by the provisions of the code which obliges him who causes damages to another to repair it, when the same is the result of his negligence, imprudence, or his want of skill; should this remedy be inadequate to the purposes of the plaintiff, he may, from the insufficiency of the account of the private papers, the production of which he asks, draw such inferences as may be conducive to a fair and equitable decision of the present controversy. It is therefore ordered that the rule be dismissed, and the cause having been set for trial upon the merits for this day, the defendants pleading ready, the plaintiffs moved for a continuance, on the ground that they could not foresee the judgment of the court upon the rule taken by them, and as they have not the documents, the production of which they asked, it is necessary for them to obtain time to prepare themselves for the trial; the court declined using their discretion in granting the continuance, as the judgment should have been foreseen by the plaintiffs, and as the character and reputation of one of our respectable citizens has been for a long while involved in the controversy, and justice required that an end should be put to this controversy, the plaintiffs declining and refusing to proceed with their claim, on motion of defendants, the plaintiffs are non-suited, they paying the costs of this suit.

New Orleans, June 8th, 1836.
Signed J. BERMUDEZ, *Judge.*

A true copy of the original judgment on file in the court of probates in and for the parish and city of New Orleans.
Clerk's office, New Orleans, 22d April, 1840.
Signed W. F. C. DUPLESSIS,
Register of Wills. [L. S.]

Endorsed:
Filed April 25th, 1840.
Signed D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Deputy Clerk.*

Testimony of Armand Pitot and Charles Derbigny, taken in the First Judicial District Court, State of Louisiana.

STATE OF LOUISIANA,
First Judicial District Court.

RICHARD RELF *vs.* R. R. KEENE. } Testimony taken in open court, and filed April 29, 1835.

Armand Pitot, Esq., witness for the defendant, sworn, says: That the father of the witness, the late Judge Pitot, has frequently, in conversation with witness, during his lifetime, informed him that he had read the last will of the late Daniel Clark, which had been shewn to him by Mr. Clark, and he thinks he said he was named one of the executors of said will. That Mr. Clark had informed him that said last will was deposited in a small black trunk in his house, and that he, the father of witness, was very much surprised, on the death of said Daniel Clark, to find that said will was not to be found.

Charles Derbigny, Esq., witness for the defendant, sworn, says: That he was intimate with the late Judge Pitot, during his lifetime. That shortly after the death of Daniel Clark, Judge Pitot, in a conversation with witness, stated that he had seen or read a will of said D. Clark, which was of a date subsequent to that admitted to probate; and he said that he and Dusuau De La Croix were the executors named in said will. He believes Judge Pitot also said that he had seen the said will in the house where said Daniel Clark died, a short time before his death. A true copy, 26th February, 1836.

John H. Holland, witness for the defendant, sworn, says: That he, as deputy sheriff, served a copy of the interrogatories to be propounded to J. D. D. de Bellechasse, under the commission to take his testimony on the plaintiff, Richard Relf, on the 24th July, 1834. Mr. Relf returned the interrogatories to witness, saying that he had no cross interrogatories to put.

DISTRICT COURT:

I hereby certify the above to be an extract from the testimony taken and filed in this court, on the 29th April, 1835, in the case of Richard Relf vs. Richard Raynal Keene.

Clerk's Office, 27th February, 1836.

Signed, P. LE BLANC, [L. S.]
Deputy Clerk.

Endorsed—Filed April 25, 1840.

Signed, D. N. HENNEN, *Clerk, by*
F. A. FOYGNET, *Dy. Clerk.*

Deposition of Gallien Preval—May 19, 1836.

"Gallien Preval, witness for the plaintiff, sworn, says: That he does not recollect of seeing the defendant, R. Relf, take the will of Daniel Clark out of the trunk, where he stated he found the same, as set forth in the proces verbal. He does not believe that he did see Mr. Relf take this will out of the trunk."

STATE OF LOUISIANA,
First Judicial District Court.

[L. S.] I hereby certify the foregoing testimony to be a true copy from the original, taken in open court and filed on the 19th May, 1836, at the suit of Richard Raynal Keene vs. Richard Relf, No. 12958 of the docket of said court.

Clerk's Office, this 26th May, 1836.

Signed, P. LE BLANC,
Deputy Clerk.

Filed April 25, 1840.

Signed, D. N. HENNEN, *Clerk, by*
F. A. FOYGNET, *Dy. Clerk.*

Deposition of Madame Louisa Benguerel—May 27, 1836.

DISTRICT COURT OF THE UNITED STATES,
For the Eastern District of Louisiana.

RICHARD RELF
vs.
WILLIAM WALLACE WHITNEY.

Interrogatories to be propounded to Madame Louisa Bengurel, Mr. Louis Louallier, and Madame Vve. Despau, Madam Vve. Carriere, Vve. Gradengo, and others, &c.

First. Will you please to state your name, age, occupation, and place of residence.

Second. Are you acquainted with, or have you known or heard of Myra C. Whitney, wife of the abovenamed William Wallace Whitney, and the daughter of the late Daniel Clark, of New Orleans?

Third. Are you, or have been acquainted with Zuliene Nee Carriere, the mother of said Myra? If yea, please to state when and where you were so acquainted with her, and whether the said Zuliene was or was not married to the said Daniel Clark, and all that you know on that subject; the time and place where such marriage took place, if at all.

Fourth. Did or did not one Jerome De Grange, representing himself to be an unmarried man, impose himself as such in marriage

upon the said Zuliene Nee Carriere, at a time when in fact he had a lawful wife, to whom he had been previously married, still living? If aye, please to state whether, after the said De Grange had so imposed himself upon the said Zuliene, as above inquired of, his said lawful wife did or did not come to New Orleans, and detect and expose the bigamy of which he had been guilty, in marrying the said Zuliene, as has been inquired of in the first part of this interrogatory?

Fifth. If you answer affirmatively, in reply to the last preceding interrogatory, please to state the time at which the said bigamy of the said De Grange was detected and exposed; and was it not many years before the birth of the said Myra?

Sixth. Was it not proved and believed at the time and afterwards, amongst the friends and acquaintances of Madame the said Zuliene and the said De Grange, that he had a lawful wife living at and before the time of his marriage with the said Zuliene?

Seventh. If you have answered affirmatively, in reply to the fourth of these interrogatories, please to state whether, when the said lawful wife of the said De Grange came to New Orleans, as inquired of above, he, the said De Grange, did or did not confess or acknowledge that she was his lawful wife, and that he had been guilty of bigamy in marrying the said Zuliene?

Eighth. If you have answered affirmatively, in reply to the fourth of the above interrogatories, please to state whether the said De Grange did or not escape or flee from Louisiana when his said bigamy was detected and exposed, and many years before the birth of the said Myra? If aye, please to state whether the said De Grange did not return again to Louisiana? Describe the person of the said De Grange?

Ninth. Do you know of any other matter or thing of benefit or importance to the said William Wallace Whitney, the defendant in this suit, which is instituted for an alleged libel said to have been uttered by him, when asserting or claiming for his wife, the said Myra Whitney, a right to inherit and to interfere with the settlement and administration of the succession of the said Daniel Clark? If aye, please to set forth the same fully and particularly.

Signed, JAMES W. WHITE,
Att'y for Defd't.

I, Michael Perrault, justice of the peace in and for the parish of St. Landry, county of Opelousas, and State of Louisiana, and one of the commissioners named in the annexed commission, issued from the district court of the United States for the eastern district of Louisiana, in the cause of Richard Relf vs. William Wallace Whitney, have caused to appear before me Louisa Vve. Bengerel, who being duly sworn to declare the truth on the questions put to her in this cause, answers—

To the first interrogatory: My name is Louisa Vve. Benguerel; age, about fifty-seven years; gentlewoman; place of residence, Opelousas.

To the second interrogatory: I have heard of both.

To the third interrogatory: I am acquainted with Zuliene Nee Carriere, the mother of the said Myra. I knew her in New Orleans, a long time ago. I have no personal knowledge of such marriage.

To the fourth interrogatory: Mr. Jerome De Grange married the said Zulime, which proved on his part bigamy; for after his marriage with the said Zulime, the lawful wife of said De Grange, whom he had married previous to his marrying the said Zulime, came to New Orleans, and he was thrown into prison, from which he escaped and fled from Louisiana; this was in the year 1802 or 1803—since that period I have never seen the said De Grange, and do not believe that he ever returned to Louisiana.

To the fifth interrogatory: This interrogatory is answered under the preceding one.

To the sixth interrogatory: It was the said lawful wife of the said De Grange—brought with her to New Orleans proofs of her marriage with the said De Grange. The exposure at that time of the said De Grange's bigamy in marrying the said Zulime, was notoriously known in New Orleans.

To the seventh interrogatory: My husband and myself were very intimate with said De Grange, and when we reproached him for his baseness in imposing upon the said Zulime, he endeavored to excuse himself by saying, that at the time of his marrying the said Zulime, he had abandoned his said lawful wife and never intended to see her again.

To the eighth interrogatory: I have answered all this interrogatory in my answer to the fourth interrogatory, except as to De Grange's personal appearance; he was about six feet English, stout built, light complexion, blue eyes.

To the ninth interrogatory: As well as I can judge, I do not know.

To the general Cross Interrogatory: I am not related to, nor connected with defendant, nor with either of them, nor with the mother of the said Myra, nor am I interested at all in this suit. It was in New Orleans where I obtained my information. It will be seen by my answers how I know the facts; I was well acquainted with the said De Grange and the said Zulime, and I knew the lawful wife of the said De Grange, whom he had married previous to his imposing himself in marriage upon the said Zulime.

Signed, VVE. BENGUEREL.

Sworn to and subscribed before me, this 27th day of May, 1836, at Opelousas, Parish of St. Landry.

[L. S.] In testimony whereof I have hereunto set my hand and private seal the day and year above written.

I am not related to nor connected with any of the parties to this

suit; nor with their relatives, or with the witnesses. I am not interested in this suit, nor of counsel.

Signed, M. PERRAULT,
Justice of the Peace of the Parish of St. Landry.

Filed April 25th, 1840.

Signed, D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Dy. Clerk.*

Deposition of C. W. Drechsler, April 24th, 1840, with three certificates marked A, B & C.

I hereby do certify, that, at the request of General Edmund P. Gaines, I have been engaged for several days, assisted by a gentleman who understands the Spanish and French languages well, in making very extensive and most diligent search at all offices, &c. in the different parts of this city where records are kept and could be looked for, for the purpose of obtaining a copy of prosecution against one Jerome De Grange, convicted for the crime of bigamy in the year 1802 or 1803, when Louisiana was under the Spanish government, and Casa Calvo, the governor, by whose order the said De Grange was arrested, imprisoned, &c. in this city; but that I have not been able to find the Spanish records of the aforesaid criminal proceedings, because most all the Spanish documents up to the 20th December, 1803, when Governor Clairbourne issued his first proclamation, were taken away by the Spanish authorities, sent to Spain and to the Island of Cuba; and the few papers left in the city are in a lose or bad condition; as also, because many books and papers having been destroyed by fire and lost by removing them on account of fire during two occurrences of that kind.

I am informed that Governor Clairbourne made several ineffectual applications to the Spanish government to return the papers taken away, to New Orleans; that persons have had to go to Havanna for documents, titles to lands, &c.

In the archieves of the old corporation I looked for the files of the "Moniteur de la Louisiana," the only newspaper published up to 1804 in New Orleans, and found the files up to 1802, vol. 1 & 2 and vol. 4 of 1804, but the files of 1803, vol. 3, was missing.

I have in my possession a piece cut out of a printed publication, which reads as follows:

"Zulime Carriere at the early age of sixteen married in New Orleans in the year 1796, one Jerome De Grange, a younger member of a noble French family. About the year 1800, Zulime was informed that Mr. De Grange had a former wife then living. De Grange was charged by Zulime's family with his baseness in thus marrying her while his first wife was living, and although he, at first, denied the charge, he subsequently admitted it. Zulime left him on the instant, and he fled the country.

About 1803, De Grange's first wife came to New Orleans from France, and her husband happening to come to New Orleans at the same time, she prosecuted him for the offence of bigamy, and had him arrested by the order of the Governor and thrown into pri-

son. De Grange effected his escape, and never afterwards returned."

I herewith annex three papers, which were handed to me by the persons who signed them, viz:

Certificate A, from Wm. C. C. Clairbourne, Esq.

Certificate B, from the Spanish Consul.

Certificate C, from the keeper of the archieves of the old corporation.

New Orleans, April 25th, 1840.

Signed, C. W. DRECHSLER.

Sworn to before me this 25th April, 1840.

Signed, HENNEN, *Clerk*.

Filed April 25th, 1840.

Signed, D. N. HENNEN, *Clerk*.

By F. A. FOYGNET, *Dy. Clerk*.

Certificate A.

At the request of General Gaines, I hereby certify, that I have no public documents of the Spanish colonial government of Louisiana, in my possession, and that I have understood that they had been taken away by the last Spanish governor. My father, after the cession of the country by the French, having made ineffectual attempts to obtain them from the Spanish authorities.

New Orleans, 25th April, 1840.

Signed WM. C. C. CLAIRBORNE.

Filed April 25th, 1840.

Signed D. N. HENNEN,
Clerk.

By F. A. FOYGNET,
Deputy Clerk.

Certificate B.

I, Don Antonio Argote Villalobos, her Catholic majesty's consul at New Orleans, do hereby certify, that no part of the records of this city and province of Louisiana, at the time it was a Spanish colony, was ever brought into this office of consulate, nor do I know in what manner these records were disposed of when the Spanish authorities delivered up the country.

In testimony whereof I have, at the request of Mr. Charles W. Drechsler, set hereunto my hand and seal of office, [L. S.] at New Orleans, this 25th day of April, in the year one thousand eight hundred and forty.

Signed ANTONIO ARGOTA VILLALOBOS.

Filed April 25th, 1840.

Signed D. N. HENNEN,
Clerk.

By F. A. FOYGNET,
Deputy Clerk.

Certificate C.

I, Eugene Lasère, keeper of the archieves of the general counsel of the city of New Orleans, and of the old corporation, do hereby certify, that the files of the newspaper called the Moneteur de la Louisiane, said paper being the official gazette of the corporation of New Orleans in the year one thousand eight hundred and three, vol. 3, when Casa Calvo was then governor, during the Spanish government, are missing; the previous files No. 1 and 2, up to 1802, and the subsequent files No. 4, are now among the archieves of said corporation; and I further believe that said file of papers was lost with others during confusion of fire.

Signed EUGENE LASERE, [L. S.]
Keeper of the Archieves of the old Corporation.

Filed April 25th, 1840.
Signed D. N. HENNEN,
Clerk.
By F. A. FOYGNET,
Deputy Clerk.

OPPOSITION

Of Relf and Chew to the application of Charles W. Shaumburg for Letters of Curatorship, March 17th, 1834, in the matter of the Estate of the late Daniel Clark.

To the honorable the the Judge of the Court of Probates, in and for the city and Parish of New Orleans, State of Louisiana.

Richard Relf and Beverly Chew, residing in the city of New Orleans, come, by their attorney, and shew to your honor that, in the month of August, 1813, the above named Daniel Clark, having departed this life, and his last will and testament having been duly proved in your honorable court, letters testamentary were granted by the said court to said Relf, and to said Chew, in the month of January, 1814, they, the said Relf and Chew having been duly named, appointed and sworn, as executors of said estate; and that they proceeded to do and perform all acts, by law, of them in that behalf required.

And the said Relf and Chew further show, that the said Daniel Clark, never having been married, and leaving no legitimate descendants, and having the right to dispose of his estate as he saw proper, devised the same, entirely and absolutely, to his mother, all which will appear by reference to said last will of said Clark.

And further shew, the said Relf and Chew, that the said mother of said Daniel Clark, being of age, and so authorized, there being no minor heirs of said Daniel Clark, and the estate of said Daniel Clark being involved in much litigation and embarrassment, owing

to defects in titles to land held and claimed by him, did authorize, and empower the said Relf and Chew, to act as her agent in all things touching said estate, and to conduct and manage the same according to the best of their skill and judgment.

And further shew, the said Relf and Chew, that some time after their appointment as agents of the said mother of said Daniel Clark, she departed this life, having previously made her will, and appointed William Hulings and Joseph Reed, of Philadelphia, Pennsylvania, her testamentary executors, and the said Mrs Clark, having left no minor heirs, the same powers were conferred upon the said Relf and Chew, by the said executors, as had been granted to them by the said Mrs. Clark, in her lifetime.

Now the said Relf and Chew show, that in compliance with the terms of the will of the said Daniel Clark, and in pursuance of the authority of his legal testamentary heir, and of her executors, there being no minor heirs to the estate either of the said Daniel Clark or of his testamentary heir, they, the said Relf and Chew, managed, and have ever since managed and conducted the estate of said Daniel Clark in such manner as they were advised, was in conformity with law, and best calculated to promote the interest of the heirs of said estate, and of all persons having any just and legal claims thereto.

And the said Relf and Chew further shew, that owing to the defect in the titles to the greater part of the land claimed and believed to belong to said Daniel Clark, the same being situated in that part of Louisiana denominated Florida, and now and for many years past under consideration of the proper department of the Government of the United States of America; all which matters and things have hitherto prevented, and still prevent, the final liquidation of the affairs of the estate of the said Daniel Clark, all which said Relf and Chew present to your honor in explanation and justification of their conduct as executors of the estate of said Daniel Clark, and as the legal representatives of the heirs of said Daniel Clark; and the said Relf and Chew do now come unto your honorable court, and specially charge and allege all the matters and things by them herein before stated, as their joint and several opposition to the claim of one Charles W. Shaumburg who has filed a petition in your honorable court, praying for letters of curatorship on the said estate of Daniel Clark, the said Shaumburg, whom your opponents believe to be a minor, pretending under various frivolous and fictitious pretents that he hath an interest in the settlement of the estate of said Daniel Clark, which he asserts is vacant, abandoned, unclaimed, and unadministered; but your opponents allege that said estate is not vacant, but is represented by them, these opponents, who here deny that the said Shaumburg is a creditor of said estate, or hath any interest whatever therein; in consideration of all which your opponents pray the decree of your honor, that said estate of said Daniel Clark be declared not vacant, but represented; and that the said petition of said Shaumburg be dismissed at his costs.

But, if under the peculiar circumstances of this estate of said Daniel Clark, your honor should be of opinion that the said estate can and ought to be considered as vacant, and liable, and proper to be administered upon as a vacant succession, then these opponents say that the administration of the same should not be granted, and they oppose the granting of such administration to said Shaumburg and themselves claim said administration, because they are creditors of said estate; were the friends of said Daniel Clark in his lifetime; have been and are still the agents of the heirs of said estate.

And as those opponents as in duty bound, &c. &c.

By their attorney:

Signed L. C. DUNCAN.

A true copy.

Signed AND. D. DOURIOCOURT, [L. S.]
Dy. Register of Wills.

Filed, April 25th, 1840.

Signed D. N. HENNEN,
Clerk.

By F. A. FOYGNET,
Dy. Clerk.

STATE OF LOUISIANA, *First District.*

Petition of CHEW, and RELF, and CLARK's Executors, *vs.* their CREDITORS.

To the honorable the Judge of the said District, the petition of Beverly Chew and Richard Relf, acting for themselves, and as executors of the last will and testament of Daniel Clark Esq., deceased, of the city of New Orleans, respectfully showeth:

That owing to the peculiarity of the times, the scarcity of money, and the stagnation of commerce, arising from the oppressive political condition in which the United States have for sometime been involved, as well as from the peculiar nature of their estate, they find it utterly impossible to produce either from sales or from collection, a sufficiency of ready money to meet their debts as they become due.

They represent that although they believe the assets to be very abundant to discharge every debt due and owing to them, and to leave a large surplus to themselves and to the heirs of the late Daniel Clark, yet they are apprehensive that if sales are coerced at this time for payments for ready money, or even at short credits, the whole landed and mortgaged property would be sacrificed at merely a nominal price; by which means speculators might enrich

themselves on the ruin of your petitioners and to the great loss of their creditors. Your petitioners further represent to your honor, that they deem it their bounden duty, as well to the creditors as to the heirs of the said estate, to claim of them a respite from the payment of their debts, and from all suits and prosecutions for the same, until they can bring into action the vast sums that are in the hands of debtors, residing in various parts of this State and the Mississippi Territory, and until they can call to their aid the proceeds of the large tracts of uncultivated lands which belong to them, on sales to be made on such credit as will insure a fair price.

To this end they pray your honor, the premises considered, to order a meeting of their creditors to take place, after the usual delay and notice, in John Lynd's notary's office in this city, to take into their consideration the affairs of the said estates and the objects of this petition; when and where your petitioners will be ready to make a full exposition of the situation in which the affairs of the estate are involved; and inasmuch as your petitioners are threatened with law suits, which would be a useless expenditure of the moneys of the estate, they pray that all such proceedings against them may be stayed, &c., and they annex hereto a schedule, &c; but as the same is not complete, they reserve the privilege of rendering a supplementary schedule in due time.

Signed TURNER, *P. Qe.*

PARISH OF ORLEANS.

Richard Relf maketh oath that all the material facts and allegations contained and set forth in the foregoing petition are true to the best of his knowledge and belief.

Signed, RICHARD RELF.

New Orleans, March 2d, 1814.

Sworn to before me.

Signed, JOHN P. SANDERSON,
Justice of the Peace.

STATE OF LOUISIANA,
First Judicial District Court.

I certify the foregoing petition and affidavit to be copies from the originals on file in the office of the clerk of this court, as the matter of Chew and Relf for themselves, and as executors of Daniel Clark *vs.* Their Creditors, No. 412 of the docket of this court.

Signed, P. L. BLANC, [L. S.]
Deputy Clerk.

Clerk's Office, 22d April, 1840.

Filed, April 25th, 1840.

Signed, D. HENNEN, *Clerk, by*
F. A. FOYGNET, *D'y Cl'k.*

And on the same day, to wit, the 25th day of April, 1840, the defendant, Charles Patterson, came into court, by John McHenry, Esq., his attorney, and with the consent of the parties filed the following supplemental answer, and also filed in evidence the issue deeds thereto annexed, to wit:

UNITED STATES CIRCUIT COURT, *sc.*
In Equity Jurisdiction.

EDMUND P. GAINES, and
MYRA C. GAINES
vs.
RICHARD RELF, BEVERLY CHEW, et als.

The supplemental answer of Charles Patterson, one of the defendants in the above entitled suit, most respectfully represents:

That the property described in his original answer is ninety feet in depth, instead of seventy-five, French measure, as therein stated, and further represents that your respondents purchased a part of said property from Gabriel Correjollas, and the remainder from Etienne Meunier, and that the said Meunier purchased from the said Correjollas, and the said Correjollas purchased all the said property at an auction sale made in the year 1820 by the testamentary executors of the late Daniel Clark, all of which facts will more fully appear from the four several copies of the authentic deed of sale hereunto annexed as a part of this supplemental answer. And this respondent prays that this supplement be made a part of his original answer.

And in duty bound, &c.

Signed, JOHN McHENRY,
Of Counsel for Defendant.

Sale of Land from Gabriel Corregioles to Charles Patterson.

Pardevant Greenbury Ridgély Stringer, notaire public commissionné pour la ville de lá Nouvelle Orleans, en cet Etat de la Louisiane y demeurant et en présence des témoins ci-aprés nommes et sussignés.

A comparu Mr. Gabriel Correjoles demeurant en cette ville le quel déclaré vendre céder et transporter par ces presentes dés maintenant et a toujours avec promesses de garantir de tous troubles, évictions et autres empĕchéments quelconques, ainsi que de toutes dettes et hypothèques autres que celles mentioneés au certificat du conservateur en cette ville à la date de ce jour ici représenté pour lesquelles hypothèques il sera ci-après stipulé.

A Monsieur Charles Patterson commerçant, demeurant en cette ville, ici présent, acceptant et acquéraut pour lui, ses héritiers ou ayant cause, un terrain situé au fauxbourg Ste. Marie, près cette ville, désigné par le numero sept sur le plan figuratif d'une portion

de terre d'une plus grande contenance située au dit fouxbourg Ste. Marie entre les rues du Cirque, du Pigeonnier, la propriété de Mr. Vincent Rillieux, les rues Philippa & Poydras, dressé par Mr. Joseph Pilié, voyer de cette ville, sous la date du quinze Décembre mil huit cent vingt, le quel plan a été annexé par les executeurs testamentairès de feu Sr. Daniel Clark à un acte de vente passé au rapport de Savinieu Blanc alors notaire sous la date du vingt huit Décembre de l'année mil huit ceut vingt, le dit terrain ayant Soixante Cinq pieds quatre pouces de face à la rue Philippa dite Fortier sur quatre vingt neuf pieds neuf pouces de profondeur (mesure française) bomé d'un coté par la propriété de Mr. Vincent Rillieux et le terrain désigné au dit plan sous le No. Onze ; de l'autre par le terrain No. Cinq, et dans la profondeur par le terrain No. huit, et une faible partie de celui désigné sous le No. neuf tel que le det terrain se pouduit et comporte sans en rieu réserver ni excepter. Le terrain présentement vendu appartient au sieur vendeur pour en avoir fait l'acquisition avec autre propriéte des exécuteurs testamentaires de feu Sr. Daniel Clarke, suivant acte de vente au rapport de Mr. Savinieu Blanc, alors notaire, en date du dix huit Janvier présente année.

La présente vente est faite est consentie pour et moyennant la somme de cinq cent piastres sur la quelle le dit sieur acquéreur a payé comptant hors la vue des notaire et témoins soussignées, celle de cent cinquante cinq piastres au dit sieur vendeur qui le reconnait le déclare et en donne par ces presentes décharge au dit acquéreur avec renonciation de sa part au benifice de la loi. "Non numeratœ pecunia," et de toutes autres à ce relatives. Et pour les trois cent quarante cinq piastres qui parfont et completent le prix de la présente vente, le dit Sr. Acquereur promet et s'oblige de les payer et acquitter au dit Sr. Vendeur à son domicile ou au porteur de ses ordres en trois termes égause dans un, deux et trois ans à Compter du dixneuf décembre de l'année mil huit cent vingt époque à la quelle le dit Sieur Gabriel Corrigolles fit l'acquisition du dit terrain ainsi que de celui désigne sous le numero cinq à la vente publique et à l'encau qui fut faite des propriétés dépendant de la succession du dit Sieur Daniel Clarke par ses executeurs testamentaires. Le dit Sr. Acquéreur déclarant se mettre aux lieu et place du Sr. Vendeur envers les executeurs testamentaires de la dite succession Clarke, pour le paiement de la dite somme de trois cent quarante cinq piastres, qu'el reste devoir sur le prix, de cette presente vente ce qui est accepté par le sieur vendeur. Daprès le certificat du conservateur en cette ville, à le date de ce jour donné en communication aux parties contractantes, le terrain présentement vendu ainsi que celui designé par le No. 5 sont sujets aux deux hypoteques suivantes.

1. Celle spéciale que le dit vendeur a consenteé en faveur de la succession du Sr. Daniel Clark, pour sureté de la somme de six cent quatrevingt dix piastres suivant acte passé devant Savinieu Blanc lors notaire en cette ville le dix huit Janvier, 1821.

2. L'hypothèque générale résultant en faveur de dame Elizabeth Pradenes, épouse du dit Sr. Gabriel Corresolles pour sureté de la dot et apport matrimoniaux suivant leur contrat de mariage passé devant Marc Lafitte notaire en cette ville le trois Fevreer Mil huit cent dix sept.

A l'occasion de cette pemière hypothèque le sieurvendeur prend l'obligation envers l'acquèreur qui accepte, de liu justifier de la main levée de la dite hypothéque immediatement aprés l'échéanee du dernier terme et le paiement reçu en entier de la dite somme de trois cent quarante cing piastres, ainsi qu'il vient d'être stipulé aux présentes, et ce sous peine de tous dédomagement légitimes envers le dit acquéreur, et pour ce qui á rapport à l'hypotheque de nature génerale mentionneé an certificat du conservateur dis hypethéques.

Est intervinue an présent acte de vente dame Elizabeth Pradines, épouse du dit Sieur Gabriel Correjolles, et du sr., son mari dûment autorisé á l'effet des présents, la quelle dame aprés avoir pris connaissance du présent acte et des conditions qui y sout exprimées, et se reconnaissant instruit de l'hypothéque générale qui résulte en sa faveur sur tous les biens de son mari et même sur ceux de la Communanté aux termes de leur contrat de Mariage ; ainsi que des effets de l'hypothéque tacite que la loi lui accorde sur les dis biens pour la reprise de sa dot et autres biens par ello apportés dans le mariage, qui lui sont advenus depuis ou qui pourraient lui advenir durant le cours d'icelui et en ayant été surabondamment informeé par le notairé Soussigné en présence des témoins ci aprés nommés ainsi que des conséquences qui pourraient résultès de la renonciation qu 'ellea l'intention de faire à tous ses droits d'hypotheques sur le terrain vendu aux présentes par le dit sieur son mari, a declaré renoncer comme de fait par ces présentes elle renonce expressément de sa propre et libre volonté et sans y etre nullement contrainte par ledit Sr. son mari à tous les droits d'hypotheque qu-'elle a et peut avoir sur la propriété presentement rendue, soit pour la reprise de sa dot, de ses biens paraphernaux ou de toute antre manière, d'eclarant à cet effet main levée de cette hypothéque, approuver et ratifies pourcequi la concerne, la presente vente faite par le dit sieur son mari an dit Sr. Charles Patterson, et promettant de la tenir tonjours pour bonne, et pour valede ainsi que la renonciation qu 'elle vien de faire au présent act, et de nejamais revenir coutre le dit transport et la dite renonciation, ni par elle meme, ni par autres personnes en aunne manière; de la quelle déclaration elle demande acte qui lui est octroyé.

Et moyennant l'exécution de cout cue qui précede, le dit sieur vendeur transporte au dit acquerèur tous les droits de propriété qu'il a et peut avoir sur la propriété presentement vendue ; pour, par l'aequéreur qui s'enreconnait en bonne et due possession, en jouir, fourè et disposer á son gré comme d'un bien qui lui est legetimanent acquais, dout acte.

Fait et passé à la Nouvelle Orléans, en l'étude le trois Octobre

mil huit cent vingt et un en présence de Messrs. Hugh K. Gordon et Lewis M. Taney, témoins qui ont signé avec les parties contractantes et le notaire public soussigné aprés lecture.

Signè, GL. CORREGOLLES,
PRADINES CORREJOLLES,
CHARLES PATTERSON,
L. M. TANEY,
HU. K. GORDON,
G. R. STRINGER,
Not. Pub.

Je soussigné Fx. Grima notaire public dans et pour la ville et paroisse de la Nouvelle Orléans Etat de la Louisiane, certifie que ce qui précede est une copie fidele de l'original resté deposé au nombre des archives publiques de G. R. Stringer ci devant notaire en cette ville, et dont je suis le successeur en office ; En foi de quoi jái signé les présentes et y ai apposé le sceau de mon office à la Nouvelle Orléans, le Seize aout Mil huit cent trente huit.

Signé FX. GRIMA,
Not. Pub.

Sale of Property from Etienne Meunier to Charles Patterson.

Pardevant Greenbury Ridgely Stringer, notaire public, commissionné pour la ville de la Nouvelle Orleans, en cet Etat de la Louisiane y demeurant, et en présence des témoins ci aprés nommés et soussignés.

A comparu Mr. Etienne Meunier, demeurant en cette ville, le quel a déclaré vendre, céder et transporter par ces présentes dés maintenant et à toujours avec promesse de garantir de tous troubles evictions, et de tous autres empechemens quelconques ainsi que de toutes dettes et hypothéques autres que celle mentionneé an certificat du conservateur, en cette ville à la date de ce jour, ici représenté, pour la quelle il sera ci-apres stipulé.

A Monsieur Charles Patterson, commerçant, demeurant en cette ville ici présent, acceptant it acquérant pour lui ses heritiers ayans cause, un terrain situé au fauxbourg St. Marie, près cette ville désigné par le No. cinq sur le plan d'une portion de terre divisée en terrains et située au dit faubourg St. Marie, entre les rues du Corque, du pigconnier, la propriété de Mr. Vincent Rillieux, les rues Philippa et Poydras, le quel plan, relevé par Joseph Pilié, voyer de cette ville, sous la date du quinze Decembre, 1820, à été annexé par les executeurs testamentaires de feu Sr. Daniel Clark á un certain acte de vente passé devant Lavinier Blanc alors notaire, sous la date du vingt huit du dit mois de Decembre, 1820. Le dit terrain ayant soixante pieds de face a la rue Philippa, dite Fortier sur quatrevingt neuf pieds neuf pouces de profondeur (mesure Francaise) borné d'un Coté par le terrain désigné au dit plan sous

le numero Sept. de l'autre par le terrain No. trois, et dans la profondeur par le terrain numero six ; tel qu'il le poursuit et comporte sans en rien réserver ni excepter. Le terrain présentement vendu appartient au sieur vendeur pour en avoir fait l'acquisition de Mr. Gabriel Correjolles de cette ville par cete devant Marc Lafitte, notaire en cette ville, en date du deux février présente année, lequel sieur Gabriel Correjolles l'avait acquis avec autre propriété, des executeurs testamentaires de feu Sr. Daniel Clark, par acte ou rapportde Savineu Blanc, lors notaire sous la date du dix huit janvier présente année.

La présente vente est faite et consentie pour et moyennent la somme de cinq cents piastres, sur la quelle le sieur acquéreur apayé comptant, hors la vue des notaire et témoins sous signés celle de cent cinquante cinq piastres au dit Sr. Vendeur qui le reconnait le déclare, et en donne par ces présentes decharge au dit acquéreur, avec renonciations au benifice de la loi (nœ numeratœ pacunie) et de toutes autres á ce relatives. Et pour les trois cent quarante cinq piastres qui parfont et completent le prix de la présente vente, les parties contractantes sont convenues de ce qui suit.

Attendu que suivant l'acte de vente sus rappelé au rapport de Marc Lafitte, notaire, en date du deux Fevrier mil huit cent vingt un, le dit Sieur Etienne Meunier sést mis au lieu et place du Sieur Gabriel Correjolles son vendeur, qui reste devoir aux executeurs testamentaires de feu Daniel Clarke, pareille somme de trois cent quarante cinq piastres pour le montant du prix du dit terrain ; la quelle somme le dit Sieur Gabriel Correjolles à pris l'engagement de payer aux dits exécuteurs testamentaires en trois terms égaux, dans un, deux et trois ans à compter du dix neuf Decembre, 1820 ; ainsi que le constate le dit acte de vente passé devant Saviniéu Blanc sous la date du dix huit Janvier, 1821 ; le det Sieur Charles Patterson acquéreur déclar se metre au lieu et place du dit Sr. Etienne Meunier, vendeur tant envers le dit Sieur Gabreiel Correjolles qu'envers la succession du dit Sr. Clark ; s'engageant formellement par ces présentes de payer et acquitter aux dits executeurs testamentaires en cette ville ou auxporteurs de leurs ordres, la dite somme de trois cent quarante cinq piastres, ainsi et de la manierè que le dit Sieur Corjolles primitivement et le dit Sieur Meunier posterieusement, se sont engagés aux termes des deux actes de vente ci-dessus rappelés ; ce qui est accepté par le Sieur vendeur, qui de son été séngage, sous la propre responsabilité de faire fournir, par qui de droit, main levée de l'hypothéque spéciale que les dits executeurs testamentaires sesont réservé sur le dit terrain, pour sureté du paiement du prix de la vente faite au dit Sr. Correjolles, comme il est dit ci-dessus, aussitot que le dit acquéreur aura justifié du paiement en entiér de la dite somme dit trois cent quarante cinq piastres, quil reste devoir sur le terrain présentement vendu.

Dáprës le certificat du conservateur en cette ville, á la date de ce jour, ici représenté, et donné en communication aux parties contractantes, il y a une hypothéque générale contre le Sr. Meunier en

faveur de dame Rosalie Deruzé, son épouse pour sureté de ses apports matrimoniaux, suivant leur contrat de mariage passé devant Marc Lafitte, notaire en cette ville le huit mars mil huit cent vingt; à l'occasion de la quelle hypothéque est intervenue au présent acte la dite dame Rosalie Deruzé épouse du dit Sieur Etienne Meunier, et du dit sieur son mari, dûment autorisée à l'effet des présents; Laquelle dame, aprés avoir pris connaissance du présent acte de vente, et des conditions qui y sont exprimées; et se reconnaissant instruite de l'hypothéque générale qui résulte en sa faveur sur tous les biens de son mari et même sur ceux de la communauté, aux termes de leur contrat de mariage; ainsique des effets de l'hypothéque tacite que la loi lui accorde sur les dits biens pour la représe de sa dŏt et autres bries par elle apportés dans le mariage, qui lui sont advemus depuis ou pourraient lui advenir durant le cours d'i celui; et en ayant été sur abondamment informée par le notaire soussignés en présence des temoins ci-après nommès; ainsi que des consequences quipourraient résulter de la renonciation qu'elle a l'entention de faire à tous ses droits d'hypothéque sur le terrain vendu aux présentes par le dit sieur son mari; a declaré renoncer comme de fait par ces présentes elle renonce expressément; de sa propre et libre volonté, er sans y être nullement contrainte par le dit sieur son mari, à tous les droits l'hypothèque qu'elle a et peut avoir sur la propriété présentement vendue, soit pour la reprise de la dot, de ses biens paraphernaux ou de toute autre manière; de'-clar ant à cet effet donner main levée de cette hypothéque, approuver et ratifiér, pour ce quiu la concerne, le présente vente faite par le dit sieur son mari, au dit Sieur Charles Patterson, et promettant de la tenir toujours pourbonne et pour valide, ainsi que la renonciation qu'elle vient de faire au present cete; et de ne jaimais revenir contre le dit transport et la dite renonciation ni par elle même ni par autres personnes en aucune manière. De la quelle déclaration elle demande acte qui lui est Oetroyé.

Moyennant l'exécution de tout ce qui précede, le sieur vendeur transporte au dit aiequéreur tous les droits de propriété qu'él a et peut avoir sur le terrain présentement vendu, pour, par le sieur acquéreur, quidés ce jour s'en roconnoit en bonne et due possession, en jouir, faire et disposer á sa volonté comme d'un bien lui appartenant légitimement en vertue des presents. Dont. Cete.

Fait et passé à la Nouvelle Orléarns, en l'étude, le trois Octobre mil huit cent vingt et un, en presence de Messeurs Hugh K. Gordon et Lewis M. Taney, temoins, qui ont signè avec les parties contractrantes et moi notaire aprés lecture.

Signé ENE. MEUNIER,
ROSALIE DERUZE.
CHARLES PATTERSON,
L. M. TANEY,
H. K. GORDON,
G. R. STRINGER,
Notary Public.

Je, soussigné Felix Grima, Notaire public dument commissioné dans et pour la ville et paroisse de la Nouvelle Orleans, Etat de la Louisiane, certifie que ce qui precede, est une copie fidele de l'original resté deposé pour recours au nombre des archives publiques de G. K. Stringer, cidevant notaire en cette Ville, dont je suis le successeur en office. En foi de quoi j'ai signé le present et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le seize Août mil huit cent trente huit.

Signé F. GRIMA, [L. S.]
Notaire Publique.

Deed from Gabriel Correjolles to Etienne Meunier.

Pardevant Marc Lafitte notaire commissioné pour la ville & paroisse de la Nouvelle Orléans, second district sénatorial de l' Etat de la Louisiane, y demeurant et en presence des témoins ci apies nommés et soussignés—Fut présent Mons. Gabriel Correjolles demeurant en cette ville, lequel déclare, vendre, céder, transporter comme de fait, il vende, cede & transporte par ces preséntes, dès maintenant, and à toujours, avec promesse de garantie de tous troubles, évictions, et de tous autres empéchments génèralement quelconques, ainsi que de toutes dettes & hypothéques autres que cettes rapellie au certificat du conservateur en cette ville à la date de ce jour, ici représenté pour lesquelles il sera stipulé au present acte, a Monsieur Etienne Meunier demeurant en cette ville, ici présent, qui accepte & qui acquiert, pour lui, ses héritiers & ayant causes, un terrain situé au faubourg Ste. Marie prés cette ville, faisant partie d'une plus grande contenance de terre située entre les rues du Ceique, Pegounier, Philippe, Poydras & la propriété de Mr. Vincent Billieux, le dit terrain présentment vendu, designé par le numero cinq sur un plan rélevé par Mr. Joseph Pilié voyer de cette ville, sous la date du quinze décembre mille huit cent vingt, dout le dépot a été fait à titre d'annexe dans l'office de Mr. Sav. Blanc notaire, le vingt sept du même mois Decembre, à soixante pieds de face à ea rue Philippe dite Fortier sur une profondeur de quatre vingt neuf pieds, neuf pouces; plus deux pieds huit pouces de face à la meme rue Philippe d'un terrain designé par le numero sept par le numero sept d'aprés les lignes régulières, sur toute la profondeur que comporte le meme terrain, numero sept & a prendre du côté limitrophe du premier terrain numero cinq, qui pareillement fait partie du meme lot de terre ci-dessus rappelé & du meme plan du dit Sieur J. Pilié lesquelles propriétés presentement vendues appartiennent au dit sieur vendeur, comme acquéreur des dits deuxterrains numeros cinq & sept, qui out fait partie des biens delaissés par Mr. Daniel Clark à son décès, suivant acte de vente reçu par Mr. Sav. Blanc, notaire, sous la date du huit Janvier presente aunée.

La présente vente est fait et consenteé pour et moyennant la

somme de trois cent quarante cinq piastres que le dit sieur acquereur promet et s'oblige de payer et acquitter entre les mains du dit sieur vendeur a son domicile ou au porteur de ses ordres, savoir, cent quinze piastres dans un an, pareille somme de cent quinze piastres dans deux ans, et pareille somme de cent quinze piastres dans trois ans, à compter de pour tous les memes termes du seize Decembre mil bruit cent vingt, à la garantie du paiement de laquelle somme de trois cent quarante cinq piastres, les propriétés vendues au present acte sont spécialement hypothequeés jusqu' à parfaite libération. Au temes du certificat du conservateur deja rappellé an present acte les terrains numeros ciuq & sept dont se compose la présente vente en totalité pour le premier, et pour une faible partie dans le second sont specialement hypothequés à titres indivis en favor de la succession de Mr. Daniel Clark pour une somme de six cent quatre vingt dix piastres, suivant acte reçu par Mr. Savimier Blanc, sous la date du dix huit Janvier presente anneé & à titre genéral in faveur de demoiselle Elizabeth Pradines epouse du sieur vendeur resultant de leur contrat de marriage au rapport du notaire soussigné sous la date du trois fevrier mil huit cent dix sept, à l'occasion de cette premiare hypothéque le dit sieur vendeur prend l'obligatiou envers le dit seiur acquéreur, qui accepte, de lui répresenter en tems utile & convenable la main levée de la dite hypothéque, quand elle lui sera acquise par le paiment du montant de ses obligations personelles a leurs échéances & pour la derniére établié, comme il vient d'etre dit, l'epouse du dit sieur vendeur và intervenu au present acte pour y renoncer formellement.

Est intervenue au present acte de vente dame Elizabeth Pradines, majeure et epouse du dit sieur Gabriel Correjolles, et du dit sieur son mari ici present duement assisteé et autorisée, laquelle dame aprés avoir recu et entendu la lecture du present acte par le quel le dit sieur son mari vend au dit sieur Etienne Meunier les propriétés qui sont décrites pour le prix qui y est établi, a déclaré, consenter et approuver la dite vente dans toutes ses parties, et promet pour elle & ses heritiers de la tenir dans tous les tems bonne & pour valide & conformément à la troisième partie du titre dix huit loi cinquante huit, & aux articles cinquante trois & soixante deux, pages trois cent trente trois & trois cent trente cinq du code civil au titre de contrat de marriage, que le notaire soussigné lui a dument expliqués pour qu'elle n'en preténde pas prétexte & cause d'ignorance et dont elle se déclare suffisament instruite, elle renonce formellement pour elle et ses héritiers à tous droits d'hypothéque & tous autres qu'elle a et pourra avoir dans l'avenir et qui lui sont bien connues, sur les proprietés vendues au present acte & ce pour raison de ses droits, apports, conventions matrimoniales, ou sous tous autres rapports ; en consentant toute main levée & au besoin subrogeant le dit seeur acquéreur ; duquel consentement & de la quelle renunciation elle démande acte, qui lui est octroyé.

Est moyennant l'execution des conditions exprimées au present acte, le sieur vendeur transporte au dit sieur acquéreur tous les

droits de propriété qu'il a et qu'il peut avoir sur les propriétés décrites et vendues au present acte, pour par le dit sieur acquéreur qui dés ce jour s'en reconnait en bonne et réelle possession en jouir, faire et disposer à sa volonté comme d'un bien lui appartenant par l'effet de la presente vente, car ainsi &ca. dont acte fait et passé à la Nouvelle Orleans en l'étude le deux fevrier mil huit cent vingt et un & l'an quarante cinq de l'indépendance des Etats Unis de l'Amerique.

En presence de Messrs. Pierre François Mipannet & Joseph Omer Ramos, domiciliés, que ont signé avec les parties contractantes & le notaire soussigné aprés lecture faite.

Signé, ENE. MEUNIER,
GL. CORREJOLES,
PRADINES CORREJOLLES,
JOSEPH O. RAMOS,
MISSONNET.
MC. LAFITTE, *Not. Pub.*

Pour copie conforme à la minute dont je suis le dépositaire
[L. S.] comme successeur en office de feu Marc Lafitte notaire en cette ville, Nouvelle Orleans, le vingt quatre Avril, mil huit cent quarante, deux mots rayés nuls.

A. MAZUREAU,
Not. Pub.

Sale of Property, Estate of Daniel Clark, to Gl. Correjolles.

Par devant Savinier Blanc, Notaire Public, commissionné pour la ville & paroisse de la Nouvelle Orleans en cet Etat de la Lonisiane y demeuraut et en presence des temoins cy-aprés nommes et soussignes.

Ont comparu Messrs. Richard Relf et Beverly Chew, propriétaires demeuraut en cette ville stipulant aux présentes daus leurs qualités d'exécuteurs testamentaires de feu sr. Daniel Clark, et de plus comme les fondés de pouvoirs généraux et spéciaux de dame Ve. Marie Clark demeuraut à Germantown, dans l'Etat de Pennsylvanie, mère et seule et unique héritiere du dit sieur Daniel Clark, suivant procurations, sous signature privée en date du deux Octobre mil huit cent treize deposée en l'office de feu Sr. John Lynd de son vivant, notaire en cette ville par acte à son rapport en date du vingt deux Avril, mil huit cent dix sept.

Les dits sieurs comparant ont dit et déclaré qú en confirmation de la vente publique et à l'encan qú' ils ont fait faire, le dix neuf du mois Décembre dernier, par le ministére de Mr. Toussaint Mossy encanteur public en cette ville des proprietés qui composent la succession du dit sieur Daniel Clark, décédé. Ils vendent, cédent et transportent d'abondant par ces presentes dés maintenant et à toujours avec promesse en leur qualité et au nom qú' ils agissent, de

garantir de tous troubles evictions et tous autres empéchement quelconques, ainsi que de toutes dettes et hypothèques, comme le justifie sous cer dernier rapport le certificat du conservateur en cette ville en date du mois Decembre dernier, ici représenté.

A Monsieur Gabriel Cerugeol demeurant en cette ville, adjuticataire, présent, qui accepte et acquiert pour lui, ses héritiers ou ayant causes—deux terrains situés au Faubourg Sainte Marie prés cette ville et attenant l'un à l'autre, désignés par les numeros cinq et sept sur le plan figuratif d'une portion de terre A B C D E F & A située au faubourg Ste. Marie entre les rue du Cirque Sigeonnier, la propriété de Mr. Vinct. Rillieux, les rues Philippa & Poydras, dressé, par Mr. Joseph Pilié, Voyer de cette ville, en date du 15 Décembre, 1820. Lequel plan a eté déposé en mon office par les dits sieurs vendeurs, en leur dite qualité, suivant acte à mon rapport en date du vingt sept du dit mois. Le terrain numero cinq ayant soixante pieds de face à la rue Philippa, dite Fortier, sur quatre vingt neuf pieds neuf pouces de profondeur, et le terrain numero sept, ayant soixante cinq pieds quatre pouces à la dite rue sur une semblable profondeur ; bornés d'un côté par la propriété de Mr. Vincent Rellieur, et par le terrain numero trois, et daus la profondeur par les terrains numeros six et huit et partie du terrain numero neuf. Tels que les dits terrains de pousivent et comportent sans en rien reseiver, ni exceptér ; le dit sieur acquéreur, déclarant connaître parfaitement la dite proprieté, en être satisfait, et n'en pas désirer plus ample description. Les deux terrains cy-dessus mentionnés fout partie des biens composant la succession du dit sieur Daniel Clark décédé, comme ayant été acquis par lui avec une plus grande contenance de terre, de Mr. George C. Ross décédé suivant acte au rapport de feu Sr. Pierre Pédéschau, de son vivant notaire en date du vingt aout mil huit cent sept. La presente vente est faite et consentie à raison de savoir, Trois cent quarante cinq piastres pour le terrain designé sous le numero cinq—et pareille somme de trois cent quarante cinq piastres, pour celui designé sous le numero sept, ce qui forme en tout, une somme de six cent quatre vingt dix piastres, que le dit sieur acquéreur suivant les conditions de la vente faite à l'encan susdit promet et s'oblige de payer et acquitter, en trois termes égaux dans un, deux et trois ans, à dater du jour de la dite adjudication. Et à cet effet il a représénté trois billets souscrits par lui à la date du dix neuf Décembre dernier, chacun d'eux de la somme de deux cent trente piastres à l'ordre et endossés par Mr. Julien Delpit de cette ville, et payables daus un, deux, et trois ans de leurs dates respectives ; les quels trois billets aprés avoir été signé " ne varietur" par le notaire soussigné, pour les identifier avec le present acte de vente, ont été agrées reçus et par les dits sieurs vendeurs retirés qui le reconnaissent, le déclarent, et en leur qualité et au nom qu' il agissent, en donnent décharge, au dit sieur Acquéreur, sous la foi de leur payement à leurs écheances respectives : et à la garantie du payement des dits trois billets s'élévant ensemble à la dite somme de six cent

quatre vingt dix piastres, la propriété prēsentement vendue, reste et demeure specialement affecté et hypothequē en faveur de la succession du dit sieur Daniel Clark.

Et moyennant l'execution de tout ce qui prēcéde les dits sieurs vendeurs en leur qualité et au nom qú' ils agissent transportent au dit sieur Acquereur tous les droits de propriete qú' a et peut avoir la succession du dit Sr. Daniel Clark sur les deux terrains presentement vendus ; pour par le dīt sieur Acquēreur, qui depuis le jour de la dite adjudication, s'en reconnait en bonne et due possession, en jouir, faire et dìsposer à son volonte comme d'un bien lēgitimement acquis en vertu des presentes dont acte.

Fait et passe à la Nouvelle Orleans en l'etude le dix huit fevrier, mil huit cent vingt un, en prēsence de Messrs. Hugh R. Gordon & Louis M. Taney temoins, qui ont signé avec les parties contractantes et le notaire public soussigne, aprēs lecture.

Signe, BEVERLY CHEW,
RICHARD RELF,
GL. CORREJOLLES,
L. M. TANEY,
HU. K. GORDON.
SAVN. BLANC, *Not. Pub.*

Pour copie conforme à l'original resté deposé pour recours
[L. L.] au nombre des archives de Savinier Blanc, ci-devant notaire en cette ville, les quelles archives sont maintenant en ma possession. En foi de quoi j'aì signe les presentes et y ai appose le sceau de mon office à la Nouvelle Orleans ce vingt quatre Avril, mil huit cent quarante.

Signed, FX. GRIMA,
Not. Pub.

And on the same day, the defendant, Charles Patterson, introduced in evidence the following deposition of Francois Dusuau De la Croix, to wit :

[Note.—These two depositions included in folios 326 and 336, ought to follow folio 262, as they were introduced in evidence by plaintiffs.]

Deposition of Francois Dusuau De la Croix, taken at Paris, September 28th, 1835. Filed by the plaintiffs on the 25th April, 1840.

In the Court of Probates,
In and for the Parish and City of New Orleans.

Wm. W. Whitney and Myra C. Whitney
vs.
Eleanor O'Bearn and others. } No. 843.

Interrogatories propounded by and on behalf of the above named defendants, and by virtue of the annexed commission, to be answered under oath by Chevalier Dusuau De la Croix of the city of New Orleans, but now in the city of Paris in the kingdom of France; and which together with the answers thereto, to be made by the said witness the said defendants intend to offer and read in evidence on the trial of the above entitled cause.

1st. Will you be pleased to state your name, age, residence, and whether you are acquainted wtth the parties in the above entitled cause. If aye, how how long have you been so acquainted with them, and with each of them?

2nd. Will you be pleased to state whether or not you were acquainted with Daniel Clark late of the city of New Orleans, Louisiana; who departed this life in the month of August 1813. If aye, state if you please, whether or not, your acquaintance extended to terms of friendly intimacy; and how long were you so acquainted with him previous to his death?

3rd. Will you be pleased to state, whether or not said Clark was ever married? and if you do not know this fact of your own knowledge, state if you have ever heard said Clark mention whether he had or not?

4th. State if you please, whether or not you have ever heard said Clark during his lifetime acknowledge himself, to be the father of any children? If aye, what were their respective names, sex and probable ages?

5th. Will you be pleased to state if you know, whether said Clark during his lifetime made provision for the maintainance and education of any of his said supposed children? If aye, which ones? What were their names? And to what extent did he make such provision to your knowledge, or from what you have heard said Clark say?

6th. Will you be pleased to state whether or not, you ever heard said Clark, previous to his death, speak of his intention of making a will, for the disposition of his property? And whether he did or did not, suggest to you his intention of mentioning you his testamentary executor? If aye, state if you were or not, surprised af-

ter the death of Mr. Clark, that said supposed will was not found? If nay, state why you were not surprised?

7th. Will you have the goodness to state, whether or not, during said Clark's lifetime; and about the same time when he had mentioned his intention of appointing you his testamentary executor, you repeatedly heard from other persons that Clark had told them the same thing in reference to themselves?

8th. Do you know of any other fact or circumstance which you have not already stated in answer to some one of the foregoing interrogatories; and which you suppose may be of service to the above named defendants? If aye, will you be pleased to state the same as fully and particularly as if you had been thereunto specially interrogated?

Signed L. C. DUNCAN,
Atty. and curator ad hoc for Defendants.

As I protest against the commission in this case, I have no questions.

Signed WM. M. WORTHINGTON,
for Plaintiffs.

A true copy,
Signed AND. D. DOURECOURT,
Dy. Reg'r of Wills.

Consulate of the United States of America, Paris.

To the Honoraable the Court of Probates in and for the city and Parish of New Orleans, in the State of Louisiana.

The undersigned, Daniel Brent, Consul of the United States at Paris, in France, one of the persons named in, and to whom the annexed commission from your honorable court is addressed, hereby certifies; that on this 28th day of September, A. D. 1835, and of American Independence the 60th year, in the city of Paris, he caused to come before him Francois Dusuau De la Croix, Esquire, now a resident of Paris, to answer the interrogatories propounded to him, in a suit pending in your honorable court, in which William W. Whitney and Myra C. Whitney are plaintiffs, and Eleanor O' Bearn and others are defendants, and which interrogataries are attached to the aforesaid commission; and that, after having first sworn the said Francois Dusuau De la Croix, on the Holy Evangelists to make answer truly, the whole truth and nothing but the truth, touching each and every of the said interrogatories, he answers as follows:

To the first interrogatory: My name is Francois Dusuau de la Croix, I am fifty-eight years old, and reside ordinarily at New Orleans, but am now living at Paris, rue de Bourbon No. 43. I have seen William W. Whitney and Myra C. Whitney at New Orleans, but I do not know Eleanor O'Bearn, and not knowing who are comprehended in the term "others," I cannot say whether I am acquainted with them or not.

To the second interrogatory: I was intimately acquainted with Mr. Daniel Clark late of the city of New Orleans, Louisiana, from the year of one thousand seven hundred and ninety-five or thereabouts, until the time of his death:

To the third interrogatory: I never knew that Mr Clark was married, nor have I ever heard him or any one else say that he was married.

To the fourth interrogatory: Mr. Clark told me that he had one natural child which was a daughter named Myra, I cannot precisely say what her age was, but she was about four or five years old when I saw her, a long time before Mr. Clark's death.

To the fifth interrogatory: I remember that Mr. Clark, some years before his death, transferred to me some property, with the verbal request that I should put his natural daughter Myra in possession of it, after his death, which I accordingly did, some years since, by a public act at New Orleans. I am not aware of his having made any other provision for the maintenance and education of the said daughter.

To the sixth interrogatory: Several months before his death, Mr. Clark came on my plantation and told me that his intention was to make a will, and that he came to ask my consent to become his testamentary executor. I at first refused my consent, but Mr. Clark having insisted on it, I did not feel authorized to persist in the refusal, on account of the intimate friendship which existed between us. Mr. Clark asked my consent also to become the tutor of the said child Myra, and told me that his intention was to leave to her a fortune sufficient to efface if possible, the dishonor of her birth. After the death of Mr. Clark, the will which he had manifested to me the desire to make, was not to be found, and from what he told me before, I was certainly surprised at this.

To the seventh interrogatory: I recollect perfectly well that after his death, several persons told me that Mr- Clark had asked them also to become his testamentary executors.

To the eighth interrogatory: I know nothing else useful to the defendants, but I may remark, that my private opinion is, that Mr. Clark was never married, and I am the more confident in entertaining this opinion, as Mr. Clark, with whom I was very intimate, would not have concealed from me this circumstance, when he had the before mentioned conversation with me on my plantation, and he would not then have called his daughter a natural child. I ought to add, that I have never had knowledge of any circumstance which could induce Mr. Clarke to contract a secret marriage.

Signed DUSUAU DE LA CROIX.

Sworn to before me, this 28th day of September, 1835.

Signed DANIEL BRENT,
Commissioner, U. S. Consul.

And there being no cross interrogatories propounded by the plaintiffs, I certify that I caused the said Francois Du Suau de le Croix to sign his answers to the eighth interrogatory propounded by the defendants, and I further certify that the same were received and reduced to writing by me, at my office in Paris on the day and year first before written.

In testimony whereof, I have hereunto set my hand, and the seal of the United States Consulate and agency of claims at Paris.

Signed DANIEL BRENT, *Commissioner and U. S. Consul.* [L. S.]

A true copy.

Signed, AND. D. DOURECOURT, *Dy. Reg. of Wills.* [L. S.]

Filed, April 25th, 1840.

Signed, D. N. HENNEN, *Clerk.*
By F. A. FOYGNET, *Dy. Clerk.*

Deposition of Dusuau de la Croix, April 29th, 1834.

Estate of Daniel Clark. } Court of Probates, *April 29th*, 1834.

Dusuau de la Croix, witness for the applicant Shaumburg, sworn, says that he was very intimate with the late Daniel Clark for a great many years, and up to the time of his death; that some few months previous to the death of Daniel Clark, he visited deponent on his plantation, and expressed a wish that he, deponent should become his executor; deponent at first refused but after a little, from the persuasion of said Clark, he consented to become his executor; that in this conversation, Clark spoke of a young female then in the family of Captain Davis named Myra, that said Clark expressed a wish that deponent should become tutor to this female, and that she should be sent to France for her education, and that Mr. Clark would leave her a sufficient fortune to do away with the stain of her birth, that a month or two after this conversation at the plantation of deponent, he, deponent, called to see Clark at his house on the Bayou road, he there found him in his cabinet, and had just sealed up a packet, the superscription of which was as follows: "pour etre ouvert en cas de mort." Clark threw it down in the presence of deponent, and told him that it contained his last will and some other papers which would be of service; deponent did not see the will, nor does he know any thing about its contents, he only saw the packet with the superscription on it as before related.

In the conversation he had on his plantation as before related, Clark requested him, deponent, not to say any thing about it to R.

Relf and B. Chew as his executors in a former will, and on that account it was that he wished nothing said to the said R. Relf and B. Chew, that after the death of Clark, witness was not much surprised that the last will of Mr. Clark was not produced or found, for it is to his knowledge that Clark had requested several other persons as he had done, deponent to become his executor, he thinks he made the request to Mr. Bellechasse and to Judge Pitot; that Clark never spoke to deponent about Myra except on the occasion before related on deponent's plantation, he then spoke of her as his daughter.

Clark observed to deponent, at the time he showed him the packet which he said contained his will, that in case of his death it would be found in a small black trunk which he had there.

Cross Examined.

That he does not know whether the will of which he speaks was the same that was produced in court, he knows nothing about the contents of the packages shown him by Mr. Clark.

April 30th

Dusuau De la Croix reexamined in chief, says that such a length of time having elapsed, to wit, more than 20 years, it is impossible for him to say whether the conversation in which Mr. Clark enjoined secrecy, about the will with regard to Relf and Chew, was at the first interview deponent had with Clark, on his, deponent's plantation, or whether it was at the second interview at the house of Clark on the Bayou road; he knows the conversation took place as related by him, but precisely when and where he cannot state.

Cross Examined.

That he has been acquainted with M. Relf about thirty years, that his acquaintance with Relf proceeded from the intimacy deponent had with the late Daniel Clark, with whom Mr. Relf was concerned first as clerk and afterwards he believes as partner, during the whole of this time he never heard any thing against the character of Mr. Relf, he always considered him to be a man of probity, that it is to his knowledge that Mr. Relf has filled various public offices of trust, and among them the office of cashier of the Louisiana State Bank of which deponent himself was president for a member of yaers, that he is at the present day cashier of that bank, that deponent never heard any thing against the integrity and correctness of Mr. Relf during the time he, deponent, was president, he supposes he must enjoy the confidence of the directors and stockholders to this day from the circumstance of his continuing in his cashiership—that in the year 1820 when deponent went to France he named Mr. Defevet and L. G. Helysberg

his attorneys in fact, and in case of their death Mr. Relf was named in their stead, that if he had thought Mr. Relf guilty of destroying the last will of Mr. Clark he should not, most certainly, have named him to act for him—that very often when deponent would visit Mr. Clark during his last illness (which was short) he would meet Mr. Relf there, he does not recollect if Mr. Relf lived with Mr. Clark at the time, he thinks Mr. Relf was there the day Mr. Clark died, that he never heard Clark say any thing which would go to show that he had withdrawn his confidence from Mr. Relf, except the circumstance of his enjoining the secrecy of deponent towards him, Chew and Relf, when he spoke of making an other will and naming deponent as his executor.

Principal Examination.

Question. Have you any recollection of any case analogous to the present, in which Mr. Relf was named executor in a will of prior date when there was an alledged posterior will that was said to have been destroyed, made by the same testator in which Mr. Relf was not named as an executor.

Answer: No.

That when Clark shewed deponent the sealed packet as related before, telling him that it contained his will and other papers, deponent naturally supposed it to be the will of which Clark spoke to him on his plantation, to wit, the one which contained the provision naming deponent executor and tutor to Myra.

A true copy of the testimony of Dusuau de la Croix.

New Orleans, 21st April, 1840.

Signed AND. D. DOURECOURT,
Dy. Reg. of Wills. [L.S.]

Filed April 25, 1840.

Signed D. N. HENNEN, *Clerk*,
by F. A. FOYGNET, *Dy. Clerk.*

And afterwards to wit, on the 13th day of August, 1840, the defendant by his attorney, John McHenry, filed as part of his evidence the following transcript from the court of probates, according to the agreement made between the parties on the day of trial, to wit:

Record or document B.

Noveritur.

Signed W. F. C. DUPLESSIS,
Register of Wills.

To the Honorable Charles Maurian, Judge of the Court of Probates for the parish and city of New Orleans:

The petition of William Wallace Whitney, and Myra Clark Whitney his wife residing in the State of New York, represents,

that on the sixteenth day of August, in the year eighteen hundred and thirteen, one Daniel Clark, then residing in New Orleans, departed this life, leaving no descendant except your petitioner, Myra Clark Whitney, who is the daughter of the said Clarke; your petitioners state that shortly after the death of the said Clark, a paper dated the twentieth day of May, eighteen hundred and eleven, purporting to be the last will and testament of the said Clark was produced before the court of probates as such last will; that Richard Relf and Beverly Chew, both residing in New Orleans, are therein named as executors, and Mary Clark, the mother of the deceased, his heir or devisee. That the said will was admitted to probate and the administration of said estate assumed by the said Relf and Chew, who took possession thereof, and of all the papers and effects belonging thereto, in relation to all of which premises your petitioners refer to the said will recorded in this court, and the proceedings had thereon.

Your petitioners further state that they are informed and believe that the aforesaid will is not the last will of the said Daniel Clark. That the said Clark, subsequent to the date of the aforesaid will, executed in due form of law an olographic will, by which he revoked the will aforesaid, and in which he instituted his aforesaid daughter, Myra Clark Whitney his sole heir. That the said will was left by the said Clark among his papers at his decease, but that the same has not been produced, but is either lost or mislaid, or has been destroyed.

Your petitioners further state that the aforesaid Mary Clark, as they believe, during her life, accepted the succession of the said Daniel Clarke, and at her death left her last will and testament by which she instituted as her heirs Eleanor O'Bearn of Sligo, in Ireland, Jane Greene of Liverpool, in England, and Sarah Campbell, and Caroline Clark. Your petitioners therefore pray that the said Eleanor O'Bearn, Jane Green, Sarah Campbell, and Caroline Clark, may be made parties to this suit, and that as they are absent from the State of Louisiana, a curator ad hoc be appointed to represent them and all other persons who are absent and interested herein, and whose names are unknown to your petitioners; that the aforesaid Richard Relf and Beverly Chew be cited to appear and answer this petition, and that they be ordered to produce at the trial of this cause the aforesaid will of the said Daniel Clark last above referred to in their possession.

That they be further ordered to produce and deposite in this court all the documents and papers belonging to the said estate of the said Clark, and to render a full and true account of the administration of the said estate, and to surrender the property which remains in their possession unadministered.

And your petitioners further pray, that after due proceedings had, a judgment may be rendered in favor of your petitioners, that the said will, dated twentieth day of May, eighteen hundred and eleven, may be annulled and set aside, and that your petitioner, Myra

Clark Whitney, may be declared to be the heir of the said Clark, and entitled to all the rights of heir, and that the said Relf and Chew may be ordered and adjudged to deliver to her the possession of all property belonging to the said estate, and to pay over to her all sums of money which may have been by them received, and to which they may not be entitled to a credit in the settlement of their account with the said estate of the said Daniel Clark.

And that your petitioners may have all other and further just and equitable relief.

Signed, WM. W. WORTHINGTON,
For Plaintiffs.

Filed 18th June, 1834.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

It is ordered, 1st, That Lucius C. Duncun, Esq. be appointed curator ad hoc of the absent defendants within mentioned. 2d, That the said L. C. Duncan, in his said capacity, and Richard Relf and Beverly Chew be cited to answer this petition. New Orleans, 19th June, 1834.

Signed, CHARLES MAURIAN, *Judge.*

IN THE COURT OF PROBATES, *in and for the parish and city of New Orleans.*

W. W. WHITNEY and wife
vs.
ELEANOR O'BEARN *et als.*

THURSDAY, 2*d June*, 1836.

Came on again this day pursuant to adjournment yesterday, May last past; Grymes and White for plaintiffs, Seghers and Duncan for defendants. When, after hearing further testimony and argument of respective counsel, the same was submitted upon said rule. Whereupon the court delivered the following opinion, to wit:

The private papers of the deceased, among which was found the will of deceased admitted to probate, cannot be viewed by the court as the papers contained in the black trunk mentioned in the inventory. The process verbal of the judge affixing the seals on the property of the deceased, the testimony of the said judge, the publication of one of the testamentary executors of the deceased in the columns of the Bee, strongly impress upon the mind of the court, that the private papers, amongst which was the will of the deceased, must have been contained in another trunk, elsewhere placed than in the room on the doors of which were placed the seals of the judge, as well the armoir, bureau, and papers of the deceased, and afterwards inventoried by the register of wills; the account which the executor gives of these private papers, is, that they must have been either lost or destroyed by moisture; under this state of things is the court to issue the order prayed for, as a means necessary to

the plaintiffs' action; can the court by any order necessary for the exercise of its jurisdiction, and for the protection of the rights of the plaintiffs, compel the production of what is lost or destroyed by moisture. It is thought not, and the only remedy of the party plaintiff seems indicated by the provisions of the code which obliges him who causes damages to another, to repair it, when the same is the result of his negligence, imprudence, or his want of skill; should this remedy be inadequate to the purposes of the plaintiff, he may from the insufficiency of the account of private papers, the production of which he asks, draw such inferences as may be conducive to a fair and equitable decision of the present controversy. It is therefore ordered, that the rule be dismissed, and the cause having been set for trial upon the merits for this day, the defendants pleading ready, the plaintiffs moved for a continuance, on the ground, that they could not foresee the judgment of the court upon the rule taken by them, and as they have not the documents, the production of which they asked, it is necessary for them to obtain time to prepare themselves for the trial. The court declined using their discretion in granting the continuance, as the judgment should have been foreseen by the plaintiffs, and as the character and reputation of one of our respectable citizens has been for a long while involved in the controversy, and justice required that an end should be put to this controversy, the plaintiffs declining and refusing to proceed with their claim, on motion of defendants, the plaintiffs are nonsuited, they paying the costs of this suit.

Signed J. BERMESDEZ, *Judge.*

New Orleans, June 8, 1836.

THE STATE OF LOUISIANA.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELENOR O'BEARN and others.

Mr. L. C. Duncan, New Orleans,
curator ad hoc for the absent defendants.

You are hereby summoned to comply with the prayer of the annexed petition or to file your answer thereto in writing, with the register of wills, in and for the parish and city of New Orleans, at his office in New Orleans, in ten days after the service thereof; and if you fail herein, judgment will be rendered against you by default.

Witness the honorable Charles Maurian, judge of the court of probates, this 23d day of June, in the year of our Lord 1834.

Signed P. L. B. DUPLESSIS,
D. Register of Wills.

Served on the 26th of said month, copy of petition and citation on L. C. Duncan, Esq., in person. Returned, June 30, 1834.

Signed JN. HOLLAND. *D. Sheriff.*

STATE OF LOUISIANA.

WM. W. WHITNEY and MYRA C. WHITNEY.
vs.
ELEANOR O'BEARN and others.

Mr. Richard Relf, New Orleans.

You are hereby summoned to comply with the prayer of the annexed petition, or to file your answer thereto in writing, with the register of wills, in and for the parish and city of New Orleans, at his office in New Orleans, in ten days after the service thereof; and if you fail herein, judgment will be rendered against you by default.

Witness the honorable Charles Maurian, judge of the court of probates, this 23d day of June, in the year of our Lord 1834.

Signed P. L. B. DUPLESSIS,
D. Register of Wills.

Served on the 26th of said month, copy of petition and citation on Richard Relf, in person. Returned June 30, 1834.

Signed JN. HOLLAND, *Sheriff.*

STATE OF LOUISIANA.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN and others.

Mr. Beverly Chew, New Orleans.

You are hereby summoned to comply with the prayer of the annexed petition, or to file your answer thereto in writing, with the register of wills, in and for the parish and city of New Orleans, at his office in New Orleans, in ten days after the service thereof; and if you fail herein, judgment will be rendered by default against you.

Witness the honorable Charles Maurian, judge of the court of probates this 23d day of June, in the year of our Lord 1834.

Signed P. L. B. DUPLESSIS.
D. Register of Wills.

Served on the 24th of said month, copy of petition and citation on B. Chew, Esq., in person. Returned 30th June, 1834.

Signed JN. HOLLAND, *D. Sheriff.*

Filed 19th June, 1834.

COURT OF PROBATES.

Signed W. F. C. DUPLESSIS,
Register of Wills.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN and others.

Appeared William Wallace Whitney, one of the plaintiffs in the above cause, who being duly sworn deposeth and said, that William Miller of the city of Cincinnati, Samuel B. Davis, Mrs. R. Davis, his wife, and Mrs. E. Clark, of Philadelphia, and Joseph Deville Degoutin Bellechasse, and Harriet Harper, of Matanzas, in the Island of Cuba, are material witnesses for the plaintiffs in the above cause.

That the said parties are all advanced in years, and he fears, that unless their testimony is taken at once, he may be deprived of the advantage that he expects to derive from the same. He prays that a commission may issue to Cincinnati, to the mayor there, and to Philadelphia, to the mayor of said city, and to Matanzas, to Lewis Shoemaker, consul of the United States, to take the testimony of the aforesaid witnesses; that the same may be perpetuated to be used on the trial of the above cause.

Signed, WM. WALLACE WHITNEY.

Sworn to, and subscribed before me, New Orleans, 18th June, 1834.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

COURT OF PROBATES,

In and for the Parish and City of New Orleans.

Present: The honorable Charles Maurian, Judge. Thursday, 19th June, 1834.

W. W. WHITNEY and MYRA C. WHITNEY
vs.
ELEANOR O. BEARN and others.

On motion of W. M. Whortington, and on his filing the affidavit of Wm. Wallace Whitney, it is ordered by the court that commission issue to Cincinnati, State of Ohio, directed to the mayor thereof; to Philadelphia, State of Pennsylvania, to the mayor of said city, and to Matanzas, in the Island of Cuba, to Lewis Shoemaker, consul of the United States, to take the testimony of certain witnesses in behalf of the plaintiffs. Thursday, 19th June, 1834.

COURT OF PROBATES.

WM. W. WHITNEY and MYRA C. WHITNEY
vs.
ELEANOR O'BEARN and others.

The State of Louisiana to the honorable the mayor of the city of Philadelphia, State of Pennsylvania, greeting:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give unto your authority, diligently to examine all witnesses whatever, as well on the part of the plaintiff as the defendant, in a certain suit now pending in our said court, in which William W. Whitney and Myra C. Whitney are plaintiffs and Eleanor O'Bearn and others are defendants.

Therefore, we desire you, that at certain times and places by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart upon their respective corporal oaths, first taken before you upon the Holy Evangelists; that you reduce their examinations to writing; and when you shall so have taken them, that you send the same with this commission, closed up under your seal to us, in our said court, at the city of New Orleans, without delay.

Witnesseth, the honorable Charles Maurian, judge of our said court, this twenty-fourth day of June, in the year of our Lord one thousand eight hundred and thirty-four, and in the fifty-eighth year of the Independence of the United States.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

WM. W. WHITNEY and wife
vs.
ELEANOR O'BEARN and others.

Interrogatories propounded on the part of the plaintiffs.

1st. Were you acquainted with the late Daniel Clark, of New Orleans?

2d. Were you at any time upon terms of intimacy with the said Daniel Clark? If yea, were you so intimate with the said Daniel Clark as to enjoy his private confidence?

3d. Do you know whether the said Daniel Clark at his decease left any child?

4th. Have you heard the said Daniel Clark claim and acknowledge any child as his own?

5th. If the last question is answered in the affirmative, please state when and where you have heard the said Daniel Clark claim and acknowledge the said child as his own.

6th. Please state where the said child then was; whether it was protected by the said Daniel Clark; what became of it, and where it is at present.

7th. By what name was the said child called?

8th. Do you know Myra Clark Whitney, one of your petitioners? If yea, say whether she was the said child whom the said Daniel Clark claimed and acknowled as his own.

9th. Are you acquainted with the circumstances of the said Daniel Clark during his life, and at the time of his death?

10th. Do you know whether the said Daniel Clark at any time during his life, made any provision for the said child in the event of his death? If yea, state particularly under what circumstances.

11th. Did the said Daniel Clark at any time place property in your hands for the use and benefit of said child? If yea, state under what circumstances and how that property was disposed of.

12th. Did not the said Daniel Clark always manifest the fondest affection for the said child; and did he not express the intention to make her his heir?

13th. Have you not often heard the said Daniel Clark say that he intended to leave his estate to the said child.

14th. What intentions of pecuniary advancement have you heard the said Daniel Clark express in regard to the said child?

15th. Are you acquainted with the circumstances under which the said Daniel Clark made a will in the month of May, in the year eighteen hundred and eleven? If yea, state the particulars of this subject, and whether at that time he had not otherwise provided for the said child.

16th. Was the said will of May, eighteen hundred and eleven, made by the said Daniel Clark a short time before his departure for the north? If yea, did the said Daniel Clark after his return from the north express to you his intention to make another will; and did the said Daniel Clark after his return from the north refer to the circumstances of the will of eighteen hundred and eleven?

17th. Have you heard the said Daniel Clark subsequent to the date of the said will of May, eighteen hundred and eleven claim and acknowledge the said child as his daughter? If yea, state at what times.

18th. Have you heard the said Daniel Clark, subsequent to the month of May, 1811, say that the said child was his heir, or that he would leave his estate to the said child? If yea, state particularly when, and the terms in which the said Daniel Clark spoke in regard to the said child.

19th. Had you, subsequent to the month of May, 1811, much intercourse with the said Daniel Clark?

20th. Have you often heard the said Daniel Clark speak of the said child, subsequent to the month of May, 1811? If yea, state the particulars of his language in regard to the said child.

21st. How long before the decease of the said Daniel Clark did you see him for the last time; and in your last interview with the said Daniel Clark did he speak of the said child? If yea, state the particulars of his conversation in relation to the said child.

22d. How long before his decease did the said Daniel Clark, for the last time, speak to you in regard to the said child, and what did he say at this time in regard to the said child?

23d. Have you heard the said Daniel Clark, subsequent to the month of May, 1811, say that he was about to make, or that he was engaged in making, or that he had made, his last will? If yea, state the particulars of any conversations on this subject.

24th. Do you recollect at what time or times the said Daniel Clark spoke of being engaged in making his last will, or at what time he spoke of having made his last will?

25th. Did you ever see the said will, or any writing said by the said Daniel Clark to be his last will? If yea, when and where?

26th. Was the said will in the handwriting of the said Daniel Clark, and was it signed by him, or was his name written in any part of it, and was it dated?

27th. Did you hear the said Daniel Clark say that in his said last will he had left his estate to his daughter Myra? Recollect as well as you can his precise expressions.

28th. When and where for the last time did you see the said will?

29th. When and where for the last time have you heard the said Daniel Clark speak of the said will, and what did he say?

30th. Did you hear the said Daniel Clark say who were named executors in said will? If yea, state who.

31st. Did you hear the said Daniel Clark say who was named in said will tutor to his said daughter, Myra? If yea, state all you know on this head.

32d. Did you or not ever read the said will? If so, state the contents, as particularly as you recollect them, the contents, and whether the said will was not in the handwriting of the said Daniel Clark, and dated and signed by him.

Signed, WM. M. WORTHINGTON,
For Plaintiffs.

Cross Interrogatories.

1st. Will you be pleased to state your name, age, residence, and employment?

2d. Will you state whether you have any interest in the event of this suit; the object of which to annul the will the late Daniel Clark, that is, a will made by him, in the month of May, 1811, and which at the period of his death, in August, 1813, was duly admitted to probate, in the courts of Louisiana?

3d. Will you state whether or not you are related to or connected with the plaintiffs, or with either of them? If aye, state in what degree.

4th. Will you state where you were in the spring and summer of the year 1813, and where Mr. Daniel Clark was, at the same time?

5th. If you state that you were intimate with the said Daniel Clark,

mention the circumstances which led to that intimacy, how the same was formed, what was its particular character, and how long the same continued.

6th. Was the said Daniel Clark in the habit of consulting you about his affairs, whether personal, mercantile, or political? State fully and particularly.

7th. If you answer any of the interrogatories in chief affirmatively, as to your knowledge of the will of Mr. Clark, state all the circumstances, the time when, and the place where, and what was the occasion of his mentioning the subject to you.

8th. If you say that you saw the will of Mr. Clark, state where and when you saw it, and state who was present, and why he exhibited the same to you. Did you ask him whether he had made a will, and request him to show it to you? If not, state particularly and in detail the reasons why the same was shown to you.

9th. If you answer that you saw the will about which plaintiffs interrogate you, will you state how you can, at this distant day, relate with precision the date of that instrument, so as to enable you to speak with confidence of the year, the month, and the day?

10th. Did you take a copy of the will, or any memorandum, to enable you to speak positively of the date? If you did, annex that copy or memorandum to your answer, and when and why you made such a copy or memorandum.

11th. Was Mr. Daniel Clark ever married, to your knowledge? If aye, when, where, and to whom?

12th. If Mr. Clark was not married, state, if you please, all the circumstances attending the birth, the maintenance, and education of the child Myra, whom you are asked whether he did not acknowledge? State when and where she was born; whether, to your knowledge, she was ever christened; if so, by whom, and where, and who were her sponsors?

13th. Will you state how or why it was that Mr. Clark came to acknowledge as his own the child called Myra; was she born in his house; or where, if not under his roof? Who was her mother, and where did she reside?

14th. Did you or not ever hear said Clark acknowledge as his own, any other child than this Myra? If aye, state the name of that child, and whether or not he did not appear to have as much affection for the one as for the other? If not, what was the occasion of this difference of feeling towards his own reputed offspring? And why did he acknowledge the one, to the exclusion of the other, as the heir of his estate?

☞ These cross interrogatories are propounded by the defendants with a full reservation to them of all legal exceptions to each and every of the interrogatories in chief, and every other legal exception thereto.

Signed, LEWIS C. DUNCAN,
Attorney of Chew & Relf, and curator ad hoc to the other Defendants.

W. W. WHITNEY and MYRA C. WHITNEY, *vs.* ELEANOR O'BEARN and others. } Court of Probates, State of Louisiana.

A. B. C.

Samuel B. Davis, a witness for the plaintiff, being sworn, answers:

To the first interrogatory on the part of the plaintiffs, he answers as follows:

1st. I was.

To the second interrogatory on the part of the plaintiffs, he answers as follows:

2d. I was.

To the third interrogatory on the part of the plaintiffs, he answers as follows:

3d. At the time of Mr. Clark's death he left a daughter named Myra, who was then living in my family.

To the fourth interrogatory on the part of the plaintiffs, he answers as follows:

4th. I have often heard Mr. Clark acknowledge the said Myra as his child.

To the fifth interrogatory on the part of the plaintiffs, he answers as follows:

5th. Before her birth Mr. Clark acknowledged her to me as his own child; before her birth Mr. Clark came to me requesting me to make preparations for her birth. After her birth he placed her in charge of my family. He always claimed her and acknowledged her to me as his own child. He not only claimed and acknowledged her to be his child, but manifested the fondest paternal affection for her.

To the sixth interrogatory on the part of the plaintiffs, he answers as follows:

6th. This child a few days after her birth was placed in my care, and has been brought up in my family, where she remained till her marriage with Mr. William Wallace Whitney. She and her husband are now on a visit in my family.

To the seventh interrogatory on the part of the plaintiffs he answers as follows:

7th. She was named Myra. In Mr. Clark's papers respecting her, he called her Myra Clark.

To the eighth interrogatory on the part of the plaintiffs he answers as follows:

8th. I know Myra Clark Whitney, wife of William Wallace Whitney; she is the identical child whom Mr. Clark claimed and acknowledged as his own.

To the ninth interrogatory on the part of the plaintiffs, he answers as follows:

9th. In the month of May, eighteen hundred and eleven, Mr. Clark requested me to go with him to his house. He appeared to be much agitated, and I thought in trouble. He informed me that he was apprehensive, or that he had heard that Daniel W. Coxe of the city of Philadelphia, with whom he had been a partner in business, had become embarrassed by some bad speculations to the north of Europe, and that he (Mr. Clark) was fearful of suffering severely if it were so, for though he was not really a partner at that time, yet the dissolution of the partnership had not been done in legal form. He shewed me at the same time a shedule of the property possessed by him, and the debts for which he was liable in Louisiana, by which it appeared there was a balance in his favor of about five hundred thousand dollars, to the best of my recollection, after all his debts were paid. The impression is the stronger on my mind, as a coolness had subsisted between us for sometime, and this was the first mark he gave me of his renewed confidence.

To the tenth interrogatory on the part of the plaintiffs, he answers as follows:

10th. In one instance Mr. Clark being about to leave Louisiana, placed to my order in the bank, property to the amount of about twenty-eight thousand dollars, which he said was contained in a trunk, for which I gave him receipts and received instructions from him, that in case of accident to him, (the said Daniel Clark) to have the said property above mentioned secured for his daughter's benefit. He returned in safety and gave me up my receipts. Some short time before I left New Orleans, Mr. Clark induced me to retain in my hands two thousand three hundred and sixty dollars—the interest of which was to go towards the education of his daughter Myra, for which I gave him my note. This note was sued for shortly after Mr. Clark's death by Chew and Relf, and recovered with interest, while I was at the north in the army, and the child lost the use of it. On the twenty-seventh of May, eighteen hundred and eleven, Mr. Clark wrote me from the Balize the following letter:

"Dear Sir: We are preparing to put to sea, and I hope shall have a pleasant passage. My stay will be but short in Philadelphia, unless a forced one. In case of misfortune to me, be pleased to deliver the enclosed to General Hampton. I count on him as a man of honor to pay the amount of notes mentioned in my letter to him, which in that case you will dispose of as I have directed. It will naturally strike you that the letter to the General is to be delivered only in case of misfortune to me. Remember me kindly to Mrs. Davis and all your family.

Yours,

Signed DANIEL CLARK.

P. S. Of the enclosed letter you will say nothing unless in case of accident, when you may communicate it to Chew and Relf.

S. B. Davis, Esq.

His instructions to me were, to place the money to the best advantage for his daughter Myra's interest. Mr. Clark proceeded to Philadelphia, and when he was about to sail for New Orleans, wrote to me the following letter respecting his daughter Myra:

PHILADELPHIA, 12*th July*, 1811.

"MY DEAR SIR: In case of accident or misfortune to me, be pleased to open the letter addressed to me, which accompanies this, and act with respect to the inclosures as directed you with respect to the other affairs committed to your charge before leaving New Orleans. To account in a satisfactory manner to the person committed to your honor, will, I flatter myself, be done by you when she is able to manage her own affairs, until when I commit her, under God, to your protection.

I expect to sail to-morrow for New Orleans, in the ship Ohio, and do not wish to risk these papers at sea.

Yours,

Signed DANIEL CLARK."

S. B. DAVIS, Esq.

In this letter was the packet referred to by Mr. Clark, which on his safe arrival in New Orleans I gave to him unopened, as also the letter addressed to General Hampton, in Mr. Clark's letter from the Balize.

11th. The tenth and eleventh interrogatories are intended to be answered by this.

To the twelfth interrogatory on the part of the plaintiffs he answers as follows:

12th. Mr. Clark always did manifest the warmest affection and deepest interest towards his daughter Myra. He has repeatedly told me that he intended to leave her his property, and I never doubted that he was entirely sincere.

To the thirteenth interrogatory on the part of the plaintiffs he answers as follows:

13th. I have heard Mr. Clark repeatedly say that she was his heir.

To the fourteenth interrogatory on the part of the plaintiffs he answers as follows:

14th. In answer to this I can only repeat what I have already said in the preceding interrogatories, that he intended to leave her his property.

To the fifteenth interrogatory on the part of the plaintiffs he answers as follows:

15th. I have no knowledge of any written will. At the time of Mr. Clark's death I was absent, in the army at the north, and had been absent from Louisiana more than a year. I have perfect knowledge that the property owned by him, commonly known as

the Bayou property, had been secured to her by a sale to Mr. De La Croix and D. D. Bellechasse in separate portions, wherein he confided in blind confidence to their honor. This same property he had previously transferred to me in a bona fide sale in the same blind confidence, but in consequence of a coolness, before mentioned, in my reply to a former interrogatory, I gave it up.

To the sixteenth interrogatory on the part of the plaintiffs, he answers as follows:

16th. I never heard of any will until after his death.

To the seventeenth interrogatory on the part of the plaintiffs, he answers as follows:

17th. I have always before and after her birth, up to the last hour I parted with him, heard him acknowledge her as his daughter, and received instructions from him relative to her education, in the minute particulars about which he manifested the greatest anxiety.

To the eighteenth interrogatory on the part of the plaintiffs, he answers as follows:

18th. I have heard him on all occasions express himself in favor of her as his daughter and heir. It was an every day conversation when we met.

To the nineteenth interrogatory on the part of the plaintiffs, he answers as follows:

19th. Mr. Clark came as he always had to my house to see his child. Our intercourse was as usual. I cannot pretend to say whether I possessed his confidence in the same degree that I thought I did before our estrangement.

To the twentieth interrogatory on the part of the plaintiffs, he answers as follows:

20th. I have very often heard him speak of her. She was always the subject of his conversation when he visited my house, and he manifested, if possible, more interest in his child in proportion as she grew older. His language was always the same, but expressed with more enthusiasm as she became more interesting.

To the twenty-first interrogatory on the part of the plaintiffs, he answers as follows;

21st. I had not seen Mr. Clark for upwards of a year before his death, being absent in the army, as already related, at his last interview with his child it was impossible for any father to have manifested more solicitude and affection than he did. In my last interview with Mr. Clark his conversation turned almost exclusively on the subject of his child. It was then I received instructions relative to her education about which he seemed very solicitous, and alluded to the place that he wished her to take in society when arrived at the years of maturity.

To the twenty-second interrogatory on the part of the plaintiffs, he answers as follows:

22d. As I have already related I did not see Mr. Clark for more than a year before his death. The conversations were always the same when on her subject as I have so repeatedly said.

To the twenty-third interrogatory on the part of the plaintiffs, he answers as follows:

23d. I have no knowledge on the subject of any written will.

To the twenty-fourth interrogatory on the part of the plaintiffs, he answers as follows:

24th. I have no knowledge on this subject.

To the twenty-fifth interrogatory on the the part of the plaintiffs, he answers as follows:

25th. I have no knowledge on this subject.

To the twenty-sixth interrogatory on the part of the plaintiffs, he answers as follows:

26th. I have no knowledge on this subject.

To the twenty-seventh interrogatory on the part of the plaintiffs, he answers as follows:

27th. I have no knowledge on this subject.

To the twenty-eighth interrogatory on the part of the plaintiffs, he answers as follows:

28th. I have no knowledge on this subject.

To the twenty-ninth interrogatory on the part of the plaintiffs, he answers as follows:

29th. I have no knowledge on this subject.

To the thirtieth interrogatory on the part of the plaintiffs, he answers as follows:

30th. I have no knowledge on this subject.

To the thirty-first interrogatory on the part of the plaintiffs, he answers as follows:

31st. I have no knowledge on this subject.

To the thirty-second interrogatory on the part of the plaintiffs, he answers as follows:

32d. I have no knowledge on this subject.

To the first cross interrogatory on the part of the defendants, he answers as follows:

1st. My name is Samuel B. Davis, gentleman, residence Philadelphia, age sixty-eight.

To the second cross interrogatory on the part of the defendants, he answers as follows:

2d. I have no interest whatever in the event of this suit, that is, in a pecuniary point of view.

To the third cross interrogatory on the part of the defendants, he answers as follows:

3d. I am in no degree whatever related to or connected with either of the plaintiffs.

To the fourth cross interrogatory on the part of the defendants, he answers as follows:

4th. I was in the spring and summer of 1813, commanding officer at Lewistown, State of Delaware, first aid to the commander-in-chief of the State of Delaware; I believe Mr. Clark was at that time in Louisiana.

To the fifth cross interrogatory, on the part of the defendants, he answers as follows:

5th. I was very intimate with the said Daniel Clark. The circumstances that led to it were these. I commanded the ship General Washington, of sixteen guns, and came to New Orleans consigned to Mr. Clark, in the year 1799. At this time our commerce had been much interrupted, and we were then in a state of open warfare with France, in the service of which nation I had been several years, where I had acquired some reputation as an officer. I had resigned my commission in the service as Lieutenant de Vaisau, and had lately returned to my country very poor, and this was my first command. Louisiana was then under the Spanish government. The standing of Mr. Clark in society at that time inspired every stranger that came to the country with the highest respect for his character and acquirements. The kind reception I met with from him naturally gained my confidence, and my confidence was confirmed by the delicate attention which he showed me on all occasions, and the interest which he took in every thing that related to me. My intimacy continued with Mr. Clark uninterrupted till 1809 or 1810, when from some cause, of which I have been ignorant, our mutual confidence was suspended.

To the sixth cross interrogatory, on the part of the defendants, he answers as follows:—6th. I was in partnership with Mr. Clark for several years in the rope walk establishment. Mr. Clark naturally conversed with me on the subject of our establishment.

To the seventh cross interrogatory on the defendants, he answers as follows:—7th. I know nothing on this subject.

To the eighth cross interrogatory on the part of the defendants, he answers as follows:—8th. I never saw any will of Mr. Clark's.

To the ninth cross interrogatory on the part of the defendants, he answers as follows:—9th. I have no knowledge on this subject.

To the tenth cross interrogatory on the part of the defendants, he answers as follows:—10th. Answered in the preceding interrogatory.

To the eleventh cross interrogatory on the part of the defendants, he answers as follows:—11th. I do not know whether he was or not.

To the twelfth cross interrogatory on the part of the defendants, he answers as follows:—12th. I was not present at the birth of the child Myra, but at Mr. Clark's request I had the necessary arrangements made for her birth. I have maintained and educated the child Myra at my expense. She was born in New Orleans in June, 1804 or 1805. I did not see her mother before her birth, nor had she any communication with me. The terms on which Mr. Clark and myself were at that time, precluded the possibility of his speaking to me of his child in respect to the expense of her maintainance. I had been under so many obligations to him, and

I believe he knew my character too well to suppose that I would have tolerated such an allusion. Time rolled on, and the child grew, and as she grew she gained on our affections, and no conversations ever passed between me and Mr. Clark relative to the expense of her maintainance until we were about leaving that country for the north in 1812, when her education became an object of deep interest to him. Then he insisted on my retaining in my hands the two thousand three hundred and sixty dollars, which I have already mentioned, the interest of which was to go towards her education. The requisite balance for her education was to have been remitted to me yearly. I never wrote to Mr. Clark on the subject of her expenses, nor ever should. His death put an end to our correspondence. Had he lived I am sure he would have attended to it. I cannot say whether the child was ever christened or not. She was not christened at my house.

To the thirteenth cross interrogatory on the part of the defendants, he answers as follows:—13th. It is impossible for me to answer this question in any other way than that he believing her to be his child, felt as a father towards her. She was not born at his residence. This question has been answered in my reply to a former interrogatory. Her mother's family name was Carriere. I do not know where her place of residence then was, but the child was born in New Orleans.

To the fourteenth cross interrogatory on the part of the defendants, he answers as follows:—14th. On one occasion Mr. Clark spoke to me of a child called Caroline, then living in New Jersey, but we had no conversation on her subject, if I remember rightly, but on one occasion. It was not for me to enquire what could produce a difference of feeling or attribute to him any cause of this difference of feeling.

Signed, SAMUEL B. DAVIS.

A. B. C.

WILLIAM W. WHITNEY and MYRA C. WHITNEY *vs.* ELEANOR O. BEARN. } Court of Probates, State of Louisiana.

Marian Rose Davis, a witness for the plaintiffs, being sworn, answers. To the first interrogatory on the part of the plaintiffs, she answers as follows.—1st. I was several years acquainted with Mr. Clark.

To the second interrogatory on the part of the plaintiffs, she answers as follows: 2d. I was upon terms of intimacy with Mr. Clark only so far, he was in the habit of coming very often to my house to caress his daughter Myra, who was placed by him in the charge of my husband and myself.

To the third interrogatory on the part of the plaintiffs she answers: 3d. When Mr. Clark died his daughter Myra was living in my family.

To the fourth interrogatory on the part of the plaintiffs she answers as follows: 4th. I have heard Mr. Clark often claim and acknowledge as his own child the said Myra. He placed her in our family as his own child. He uniformly acknowledged her with pride and uncommon affection as his own child.

To the fifth interrogatory on the part of the plaintiffs she answers as follows: 5th. Mr. Clark, himself, placed his daughter Myra in charge of my husband and myself when she was about six or eight days old, and from that till our departure from Louisiana, in 1812, he was accustomed to spend much of his time with his daughter Myra, he always claimed and acknowledged her as his own child.

To the sixth interrogatory on the part of the plaintiffs she answers as follows: 6th. This child was placed in my family by Mr. Clark when she was six or eight days old, and she remained with us till her marriage with William Wallace Whitney; she is now with her husband on a visit in our family. She was protected by Mr. Clark.

To the seventh interrogatory on the part of the plaintiffs, she answers as follows: 7th. She was named Myra.

To the eighth interrogatory on the part of the plaintiffs, she answers as follows: 8th. I know Myra Clark Whitney, she is the very same person whom Mr. Clark placed in care of our family as his own child, and whom he always claimed and acknowledged to us as his own child.

To the ninth interrogatory on the part of the plaintiffs, she answers as follows: 9th. I am not.

To the tenth interrogatory on the part of the plaintiffs, she answers as follows: 10th. In May, 1811, at the time he heard that D. W. Coxe, of Philadelphia, had become very much embarrassed, and went to that city on that account, Mr. Clark placed with my husband a large amount of property, to be appropriated for the benefit of his daughter Myra, if misfortune befel him; if not, they were to be returned to Mr. Clark. Also, after his arrival in Philadelphia, as he was about to sail for New Orleans, Mr. Clark wrote a letter to my husband, dated July 18th, enclosing, we supposed, written authority to invest his daughter with more property, in case of his death before his arrival in New Orleans.

To the eleventh interrogatory on the part of the plaintiffs, she answers as follows: 11th. Mr. Clark never placed any property in my hands for his daughter.

To the twelfth interrogatory on the part of the plaintiffs, she answers as follows: 12th. Mr. Clark showed wonderful affection for his daughter Myra, and often spoke of her as the heir of his estate.

To the thirteenth interrogatory on the part of the plaintiffs, she answers as follows: 13th. I have often heard him say that he would leave his estate to her.

To the fourteenth interrogatory on the part of the plaintiffs, she answers as follows: 14th. I have heard him speak of her as the heir of his estate.

To the fifteenth interrogatory on the part of the plaintiffs, she answers as follows: 15th. I have no knowledge of any will of Mr. Clark.

To the sixteenth interrogatory on the part of the plaintiffs, she answers as follows: 16th. I have no knowledge of any will of Mr. Clark.

To the seventeenth interrogatory on the part of the plaintiffs, she answers as follows: 17th. After Mr. Clark's return from Philadelphia, in 1811, and until our departure from Louisiana, in 1812, he came to our house very often to see his daughter Myra, and he always claimed and acknowledged her as his daughter.

To the eighteenth interrogatory on the part of the plaintiffs, she answers as follows: 18th. When we were about to depart from Louisiana, in 1812, Mr. Clark said that she would be his heir. That he intended to leave his estate to her. He spoke in terms of great affection and pecuniary ambition about her.

To the nineteenth interrogatory on the part of the plaintiffs, she answers as follows: 19th. After Mr. Clark's return to New Orleans from Philadelphia, in 1811, until our departure from New Orleans, in 1812, he was in the habit of coming to our house very often to see his daughter Myra.

To the twentieth interrogatory on the part of the plaintiffs, she answers as follows: 20th. After Mr. Clark's return to New Orleans, in 1811, as long as we remained in New Orleans he came very often to see his daughter Myra. He spoke of her with great affection. Said that he should leave her all his estate. His ambition was stimulated to make her very rich.

To the twenty-first interrogatory on the part of the plaintiffs, she answers as follows: 21st. It was when we left New Orleans, in or near March, 1812, that I saw Mr. Clark for the last time. I, with his daughter Myra, sailed about two months before my husband. On this occasion Mr. Clark said as she was of an age to receive instruction he wished that on our arrival at the north, teachers should be provided for her. He spoke of her as his heir, and in speaking of her education, said that he wished her educated in a manner suitably to take in society the standing of the heir of his estate.

To the twenty-second interrogatory on the part of the plaintiffs, she answers as follows: 22d. I never saw Mr. Clark after I left Louisiana in the spring of 1812. On this occasion he spoke of his daughter Myra as the heir of his estate; manifested the intensest affection and solicitude for her, and pride and ambition for her.

To the twenty-third interrogatory on the part of the plaintiffs, she answers as follows: 23d. I never heard Mr. Clark speak of any will.

To the twenty-fourth interrogatory on the part of the plaintiffs, she answers as follows: 24th. I never heard Mr. Clark speak of any will.

To the twenty fifth interrogatory on the part of the plaintiffs, she

answers as follows: 25th. I never saw any will of Mr. Clark's, or any writing called by him his will.

To the twenty-sixth interrogatory on the part of the plaintiffs, she answers as follows: 26th. I have no knowledge on this head.

To the twenty-seventh interrogatory on the part of the plaintiffs, she answers as follows: 27th. I never heard Mr. Clark speak of any will of his own.

To the twenty-eighth interrogatory on the part of the plaintiffs, she answers as follows: 28th. I never saw any will of Mr. Clark's.

To the twenty-ninth interrogatory on the part of the plaintiffs, she answers as follows: 29th. I never heard Mr. Clark speak of any will.

To the thirtieth interrogatory on the part of the plaintiffs, she answers as follows: 30th. I never heard him speak of any will.

To the thirty-first interrogatory on the part of the plaintiffs, she answers as follows: 31st. I never heard him speak of any will.

To the thirty-second interrogatory on the part of the plaintiffs, she answers as follows: 32d. I never saw any will of Mr. Clark's.

To the first cross interrogatory on the part of the defendants, she answers as follows: 1st. My name is Mary Ann Rose Davis, wife of Samuel B. Davis. I reside in Philadelphia. I have no employment.

To the second cross interrogatory on the part of the defendants, she answers as follows: 2d. I have no interest in the event of this suit?

To the third cross interrogatory on the part of the defendant, she answers as follows: 3d. I am in no degree connected with either of the plaintiffs.

To the fourth cross interrogatory on the part of the defendants, she answers as follows: 4th. I was at Lewistown in the spring and summer of 1813. I do not know where Mr. Clark was.

To the fifth cross interrogatory on the part of the defendants, she answers as follows: 5th. My intimacy with Mr. Clark was only so far as was produced by having in my family his daughter Myra. This continued till my departure from New Orleans in 1812.

To the sixth cross interrogatory on the part of the defendants, she answers as follows: 6th. He was not.

To the seventh cross interrogatory on the part of the defendants, she answers as follows: 7th. I have no knowledge of any will of Mr. Clark's.

To the eighth cross interrogatory on the part of the defendants, she answers as follows: 8th. I never saw any will of Mr. Clark's.

To the ninth cross interrogatory on the part of the defendants, she answers as follows: 9th. I know nothing of any will of Mr. Clark's.

To the tenth cross interrogatory on the part of the defendants,

she answers as follows: 10th. I know nothing of any will of Mr. Clark's.

To the eleventh cross interrogatory on the part of the defendants, she answers as follows: 11th. I do not know whether Mr. Clark was married or not.

To the twelfth cross interrogatory on the part of the defendants, she answers as follows: 12th. Before the birth of this child, Mr. Clark came to my husband and requested him to have a house prepared for the reception of the child's mother. She was born in New Orleans. This child lived in our family till her marriage. Before we left New Orleans, she had never had teachers, nor till Mr. Clark's death. It was then alone at my husband's expense. I do not know that she was ever christened. Mr. Clark purchased a servant for her, gave her costly dresses and play things.

To the thirteenth cross interrogatory on the part of the defendants, she answers as follows: 13th. I can only suppose it was from natural affection. I believe that she was born in a house which my brothers then held, which not the house of Mr. Clark's residence. Her mother's family name was Carriere. I do not know where she then resided. The child was born in New Orleans.

To the fourteenth cross interrogatory on the part of the defendants, she answers as follows: 14th. His daughter Myra is the only child Mr. Clark ever acknowledged to me as his own.

her
Signed, MARYAN ROSE ✕ DAVIS,
mark.

Indisposition prevents Mrs. Davis from signing her name.
Signed, JNO. SWIFT.

WM. W. WHITNEY and MYRA C. WHITNEY } Court of Probates
vs. and
ELEANOR O'BEARN. } State of Louisiana.

A, B, C.

Harriet Smith, a witness for the plaintiffs, being sworn to testify the truth, the whole truth, and nothing but the truth, answers as follows:

To the first interrogatory, on the part of the plaintiffs, she answers as follows:

1st. I became acquainted with Mr. Clark shortly after my arrival in New Orleans, which acquaintance continued till the period of his death in August, eighteen hundred thirteen.

To the second interrogatory, on the part of the plaintiffs, she answers as follows:

2d. When an infant named Myra, claimed by Mr. Clark as his

daughter, was five or six weeks old, I suckled her; I did this because she had suffered from the imposition of hired nurses. Mr. Clark considered that this service constituted a powerful claim on his gratitude and friendship, and ever afterwards gave me his confidence respecting her.

To the third interrogatory, on the part of the plaintiffs, she answers as follows:

3d. In the will of July, 1813, Mr. Clark acknowledged Myra Clark as his legitimate daughter, and designated her as then living in the family of Mr. S. B. Davis.

To the fourth interrogatory, on the part of the plaintiffs, she answers as follows:

4th. I have frequently heard Mr. Clark claim and acknowledge the said Myra as his own child.

To the fifth interrogatory, on the part of the plaintiffs, she answers as follows:

5th. Being at that period the wife of Mr. Harper, a nephew of Mr. S. B. Davis, we became members of his family soon after our arrival in New Orleans. While living in this family the infant Myra was introduced there; when this child was five or six weeks old I suckled her; this led Mr. Clark to caress her in my presence, to acknowledge her to me as his child, and to speak of her to me. After I had left Mr. Davis' family to live at my own domicil, Mr. Clark was accustomed to talk with me very often about her, always acknowledging her as his daughter.

To the sixth: 6th. When this child was seven or eight days old, she was placed in the care of Mr. S. B. Davis' family; when that family left New Orleans, in 1812, she departed with them, and I have since been told by Mr. and Mrs. Davis that she was brought by them, never leaving them till her marriage with Mr. William Wallace Whitney; she is now in Philadelphia with her husband, sojourning in the same family. Mr. Clark always protected her.

To the seventh: 7th. She was named Myra Clark; in his *his* will of July, 1813, called her Myra Clark.

To the eighth: 8th. I am acquainted with Myra Clark Whitney, and recognize her as the same person whom Mr. Clark claimed and acknowledged as his own child. I recognize Myra Clark Whitney as the same person whom Mr. Clark, in his will of July, 1813, acknowledged as his legitimate daughter.

To the ninth: 9th. I cannot give precise information in regard to Mr. Clark's circumstances; I was under the impression that he was rich. At the period of his making his will of 1813, he often spoke of the great wealth his daughter would possess as his heir. From the inventory of property in the will of 1813, I also judged that he was rich.

To the tenth: 10th. When Mr. Clark was about to depart for Philadelphia, in May, 1811, he told me that he had placed in trust with friends for his daughter Myra, a very large amount of property consisting of notes and titles to real estate. It was on the occa-

sion of his hearing that D. W. Coxe, of Philadelphia had been very unfortunate in his speculations.

To the eleventh: 11th. Mr. Clark never placed property in my hands for the use of his daughter.

To the twelfth: 12th. Mr. Clark always manifested great affection for her; it was shewn in a greater degree after her departure from Orleans in March, 1812. After that period he spoke constantly of her as the impulse of all his ambition of accumulating property. When he told me that he intended to make his last will he said it was the purpose of making her his heir, and while he spoke of being engaged in making it, he said that his object in making that will was to institute her his heir, to secure his estate to her.

To the thirteenth: 13th. After her departure from New Orleans in 1812, Mr. Clark often told me that he would leave her his estate; about four months before his death he told me that he intended to secure his estate to her by a last will.

To the fourteenth: 14th. I have heard Mr. Clark frequently express the most extravagant pecuniary ambition for her. It was particularly after her departure from New Orleans in 1812, that all his thoughts and feelings appeared concentrated on her; he would declare to me that all his desire and motive of accumulating property was for her sake; he would spend hours at my house in expatiating on his plans of aggrandizement for her. When he declared to me his intention of making his last will, he said it was for the purpose of securing his estate to her.

To the fifteenth: 15th. Shortly before Mr. Clark's departure for Philadelphia in May, 1811, he told me that he heard that Mr. D. W. Coxe, of Philadelphia, had been very unfortunate in his speculations; that he (Mr. Clark) must in consequence depart for Philadelphia as soon as possible. When he was about to start, he told me that the situation in which he was so suddenly placed, compelled him to make a will, apparently in his mother's favor; that he had placed in trust a very large amount of property for his daughter Myra.

To the sixteenth: 16th. It was when Mr. Clark was on the point of departure, in May, 1811, from New Orleans, on the occasion just related by me, that he told me had made and put into Chew and Relf's hands this will. After his return to New Orleans, he told me it was a false report in respect to Mr. Coxe's affairs. Several times referred to this will, always treating in a light manner; said that he was in a false position when he made it; that it was designed to meet certain circumstances. About four months before his death, Clark told me that he intended to make his last will, for the purpose of securing his estate to his daughter Myra.

To the seventeenth: 17th. After Mr. Clark's return from Philadelphia, in 1811, he was accustomed to talk to me a great deal about his daughter Myra; but particularly after her departure from New Or-

eans, in the spring of 1812, was he in the habit of coming to my house, for the purpose, it seemed, of giving vent to his affection for her. Throughout he acknowledged her as his daughter. When he declared to me his intention of making his last will, in 1813, he told me that his object was to place her at the head of his estate, acknowledged by him as his legitimate daughter and only heir. While he spoke of being engaged in making this will, he told me that she would be acknowledged in it as his legitimate daughter. When this will was done, Mr. Clark expressed satisfaction that, by finishing his last will, he had established, beyond chance, the rights that belonged to her, from being acknowledged by him in his last will as his legitimate daughter.

To the eighteenth: 18th. After the departure of his daughter from New Orleans, in 1812, Mr. Clark often told me he intended to leave his estate to her, and about four months before his death, he told me that he would secure his estate to her by a last will. During the period he spoke of being engaged in making his last will, he said he should acknowledge her in it as his legitimate daughter, and make her his only heir. After his will was done, he expressed satisfaction that, however soon he might die, his estate was secured to her beyond accidents; that she would go forth to the world acknowledged by him as his legitimate daughter, and be educated according to his wishes.

To the nineteenth: 19th. After Mr. Clark's return to New Orleans from Philadelphia, in 1811, he came frequently to my house for the last year of his life. I saw him almost every day when he was in town.

To the twentieth: 20th. After Mr. Clark's return from Philadelphia, in 1811, he often talked to me about his daughter Myra. After her departure from New Orleans, in 1812, he came to my house nearly every day, if in town, to talk about her. He would say that all his ambition of accumulating property was for her sake; that he would cover her with fortunes; that he wished to live only for her sake. When he expressed his intention of making his last will, he said that he should acknowledge her in it as his legitimate daughter and only heir. At the time he told me he was engaged in making his last will, he always connected it with the saying that the object of it was to place her at the head of his estate, in the quality of his legitimate daughter and sole heir, and guarantee her the same course of education as he would direct if he was living. At these times he talked a great deal on the subject of her education, and he spoke of the wealth she would possess as his heir. He dwelt upon the moral benefit to her from being acknowledged by him in his last will as his legitimate daughter. When this will was done, he said to me, now Myra's rights are fixed beyond chance; now, if I die to-morrow, she will possess the whole of my estate; she will go forth to society, and to my pious mother, acknowledged by me in my last will as my legitimate daughter, and will be educated according to my wishes.

To the twenty-first: 21st. The last time I saw Mr. Clark was on the day he came out from his house for the last time; I cannot say how many days before his death. He came to my house about noon. On entering, he complained of indisposition; asked leave to have prepared for him a bowl of tea. He made this visit of about two hours, talking the whole time about his daughter Myra and his last will. He said that a burthen of solicitude was removed from his mind from the time he had secured to her his estate beyond accident. By finishing his last will, he constantly carried with him the satisfaction of knowing that, however soon he might die, she was his only heir; she would possess his estate; that she would go forth to society, to his relations, to his pious mother, acknowledged by him in his last will as his legitimate daughter, and would be educated according to his wishes. He said it would be the greatest boon from his God to live to bring her up, but was next to that were his comprehensive instructions in his will in regard to her education, and to her being committed in his will to the care of the Chevalier De La Croix, who would have them rigidly complied with, and be as a parent to her. He dwelt upon the pleasure it would give his aged and pious mother, if she survived him, that in his last will he had solemnly acknowledged her as his legitimate daughter. He dwelt upon the moral benefit to her in society from being acknowledged by him in his last will as his legitimate daughter. He talked about her education, about her great wealth as his only heir, as, by the time she grew up, the value of his estate would be manyfold increased. He said that by acknowledging her as his legitimate daughter in his last will, bequeathing to her all his estate in his last will, and by giving such particular instructions for her education, and then entrusting her to such a character as Chevalier De La Croix as her tutor in his last will, and her interests to such characters as Chevalier De La Croix, Judge Pitot, and Colonel Bellechasse, he had fulfilled the demands of affection, pride, and honor. He said that, as he might die while his daughter was a young minor, it was fortunate that such a character as Chevalier De La Croix was her tutor in his will, and that such characters as Chevalier De La Croix, J. Pitot, and J. D. D. Bellechasse, were executors in his will.

To the twenty-second interrogatory on the part of the plaintiffs she answers as follows:

22d. The last time Mr. Clark spoke to me about his daughter Myra was on the day he came out from his house for the last time, which was the last time I saw him. He expressed satisfaction that he had effectually secured his estate to her by finishing his last will; and he said if he died to-morrow, she would go forth to the world with the moral as well as the pecuniary benefit of being acknowledged by him in his last will as his legitimate daughter, and that she would be educated according to his wishes, under the superintendance of Chevalier De la Croix, in whom he had every confidence, and that such characters as Chevalier De la

Croix, Judge Pitot, and Colonel Bellechasse would have the care of her interests. Mr. Clark expressed a great deal of pride in regard to the position his daughter would be enabled to take in society. He spoke of the happiness he felt on his mother's account, if she survived him, that his daughter Myra was acknowledge by him as his legitimate daughter.

To the twenty-third interrogatory on the part of the plaintiffs she answers as follows:

23d. About four months before his death Mr. Clark told me that he felt that he ought no longer to defer securing his estate to his daughter Myra by a last will. Near this period he stopped one day at my house, saying to me that he was on his way to Chevalier De la Croix's plantation for the purpose of requesting him to be in his will one of his executors, and tutor to his daughter Myra. On his return he told me with much apparent gratification that De la Croix consented to serve. He told me that Judge Pitot and Colonel Bellechasse had consented to be the other executors. About this time he told me that he had commenced his last will. Between this period and the time when he brought it to my house, Mr. Clark spoke very often of being engaged in making his last will. He always spoke of it in connexion with his daughter Myra; said he was making it for her sake, to make her his heir; to secure his estate to her, and to ensure that she should be educated according to his wishes. At the times Mr. Clark spoke of being engaged in making his last will he told me over and over again what would constitute its contents; that he should in it acknowledge the said Myra as his legitimate daughter, and bequeath all his estate to her, but direct that an annuity of two thousand dollars a year should be paid to his mother during her life, and an annuity of five hundred dollars a year to a young female at the north of the United States named Caroline De Grange till her majority, then it was to cease, and five thousand dollars were to be paid her as a legacy, and that he would direct that one year after the settlement of his estate five thousand dollars should be paid to a son of Judge Pitot's, of New Orleans, as a legacy, and at the same period five thousand dollars as a legacy to a son of Mr. Debuys, of New Orleans; that his slave Lubin was to be freed, and a maintenance provided for him. In his conversations respecting his being engaged in making his last will, he talked a great deal about the plan of education to be laid down in his will for his daughter Myra. He expressed frequently his satisfaction that the Chevalier De la Croix would be her tutor in his will. He often spoke with earnestness of the moral benefit to his daughter Myra from being acknowledged by him in his last will as his legitimate daughter; and he often spoke of the happiness it would give his mother. He expressed the most extravagant pride and ambition for her. He would frequently use the emphatic language that he was making her bill of rights. He mentioned at these times that this will would contain a complete inventory all of his estate, and explanations of all his business, so as

both to render the administration of his estate plain and easy to his friends the Chevalier De la Croix, Judge Pitot, and Colonel Bellechasse, and as a safeguard to his estate in case he should not live long enough to dissolve and adjust all his pecuniary relations with others. About four weeks before his death Mr. Clark brought this will to my house. As he came in he said, now my estate is secured to Myra beyond human contingency. Now if I die to-morrow, she will go forth to society, to my relatives, to my mother, acknowledged by me in my last will as my legitimate daughter, and will be educated according to my minutest wishes, under the superintendence of the Chevalier De la Croix, and her interests will be under the care of Chevalier De la Croix, Judge Pitot, and Col. Bellechasse. Here is the charter of her rights. It now is completely finished, and I have brought it to you to read. When I saw Mr. Clark for the last time, he said his mind had been greatly relieved from the time he had secured his estate to his daughter Myra by completing his last will; that it was a constant source of pleasing reflection that however soon he might die, she would go forth to the world acknowledged by him in his last will as his legitimate daughter and only heir; that she would be educated almost as under his own eye, as she would be committed to the care of the Chevalier de la Croix as her tutor, and that her pecuniary interests would be under the care of such characters as the Chevalier De la Croix, Judge Pitot, and Col. Bellechasse.

To the twenty-fourth interrogatory on the part of the plaintiffs she answers as follows:

24th. It was about four months before his death that Mr. Clark said he intended to commence his last will; between this period and the time he brought it to my house, he many times spoke of being engaged in making it. It was about four weeks before his death that he brought it to me to read. It was then finished.

To the twenty-fifth interrogatory on the part of the plaintiffs she answers as follows:

25th. About four weeks before his death Mr. Clark brought to me at my house a writing which purported to be his last will finished, being then dated and signed with his name.

To the twenty-sixth interrogatory on the part of the plaintiffs she answers as follows:

26th. The whole of this will was in Mr. Clark's handwriting. It was dated and signed by Mr. Clark at the time I read it.

To the twenty-seventh interrogatory on the part of the plaintiffs she answers as follows:

27th. At the times Mr. Clark spoke of being engaged in making his last will, he told me that in it he should leave his estate to his daughter Myra; that he should acknowledge her in it as his legitimate daughter, and leave the whole of his estate to her. After it was done, he referred to his having acknowledged her in his last will as his legitimate daughter, and having made her in this will his sole heir.

To the twenty-eighth interrogatory on the part of the plaintiffs she answers as follows:

28th. It was at my own house about four weeks before his death that I saw for the first and last time this will.

To the twenty-ninth interrogatory on the part of the plaintiffs, she answers as follows:

29. The last time Mr. Clark spoke to me about his last will was on the day he came out from his house for the last time. He told me on this occasion that his mind was greatly relieved since he had secured his estate to his daughter Myra by finishing his last will. He expressed his satisfaction that such characters as Chevalier De la Croix and J. Pitot and J. D. D. Bellechasse were executors in his last will, and that Chevalier De la Croix was his daughter Myra's tutor in his last will. He referred to the plan of education laid down in his will for her.

To thirtieth interrogatory on the part of the plaintiffs, she answers as follows:

30. After this will was finished, Mr. Clark referred to Chevalier De la Croix, Judge Pitot and Colonel Bellechasse being executors in his last will.

To the thirty-first interrogatory on the part of the plaintiffs, she answers as follows:

31. After this will was finished, Mr. Clark in conversation with me, referred to Chevalier De la Croix being named in his last will as tutor to his daughter Myra. About the time he told me that he was about to commence his last will, he told me that he was on his way to ask Chevalier De la Croix's permission to be named in his last will tutor to his daughter Myra. On his return he told me that De la Croix consented to act. At the time he spoke of being engaged in making his last will, Mr. Clark expressed his satisfaction that Chevalier De la Croix would be tutor to his daughter in his last will. When Mr. Clark brought this will to me to read, he dwelt with much apparent pleasure that by finishing his last will that he had ensured, that however soon accident might befal him, his daughter Myra would be under the care of the Chevalier De la Croix as her tutor in his will. The last time I saw Mr. Clark he expressed his satisfaction with much earnestness, that Chevalier de la Croix was tutor to his daughter Myra in his last will.

To the thirty-second interrogatory on the part of the plaintiffs, she answers as follows:

32. I read this will about four weeks before Mr. Clark's death. In this will Mr. Clark acknowledged Myra Clark as his legitimate daughter and only heir, designating her as then living in the family of Mr. S. B. Davis. Mr. Clark in this will bequeathed all his estate to the said Myra, but directed that an annuity of two thousand dollars should be paid to his mother during her (his mother's) life, and an annuity of five hundred dollars should be paid to Caroline De Grange till she arrived at majority, when the annuity was

to cease, and five thousand dollars were to be paid her as a legacy. He directed that one year after his estate was settled, five thousand dollars should be paid as a legacy to a son of Judge Pitot, of New Orleans, and that one year after his estate was settled, five thousand dollars should be paid as a legacy to a son of Mr. De Buys, of New Orleans. He provided for the freedom and maintenance of his slave Lubin. He appointed Mr. Dusuau De la Croix tutor to his daughter Myra. He gave very extensive instructions in regard to her education. This will contained an inventory of his estate and explanations of his business relations. He appointed Mr. Dusuau De la Croix, James Pitot, J. D. D. Bellechasse executors. The whole of this will was in Mr. Clark's hand writing. It was dated in July, eighteen hundred and thirteen, and was signed by him.

To the first cross interrogatory on the part of the defendants, she answers as follows:

1st. I am now the wife of George Smyth, M. D. Before my residence in New Orleans, and during my residence there, and for several years afterwards, I was the wife of William Harper. I am not now in any employment. Since my marriage with Mr. Smyth I have had no settled residence. I am now sojourning in Philadelphia. My age is over forty-eight years.

To the second cross interrogatory on the part of the defendants, she answers as follows:

2. I have no interest in the event of this suit.

To the third cross interrogatory on the part of the defendants, she answers as follows:

3. I am not in any degree related to or connected with the plaintiffs or either of them.

To the fourth cross interrogatory on the part of the defendants, she answers as follows:

4. Mr. Clark was in New Orleans in the spring of eighteen hundred and thirteen. He was in New Orleans in the summer of eighteen hundred thirteen. I was in New Orleans in the spring and summer of that year.

To the fifth cross interrogatory on the part of the defendants, she answers as follows:

5. My suckling his daughter Myra led to it and formed it, and the feeling of gratitude and friendship inspired in Mr. Clark towards me by this service always kept it alive. This intimacy related to his daughter Myra and continued as long as Mr. Clark lived.

To the sixth cross interrogatory on the part of the defendants, she answers as follows:

6. Mr. Clark was in the habit of communicating to me very freely in regard to his daughter, though it could not be called consulting me. At the period he declared to me his intention of making his last will, he talked to me in regard to the plan of education to be prescribed in his will for his daughter Myra, though not in a man-

ner of consulting me. He talked freely to me of other points in that matter, though not in a manner of consulting me.

To the seventh cross interrogatory on the part of the defendants, she answers as follows: 7th. It was about four months before his death that Mr. Clark told me that he intended to make his last will. It was in talking about his daughter Myra that Mr. Clark introduced this subject; he said he felt he ought no longer to defer securing his estate to her by a last will; that he wished to place her at the head of his estate, acknowledged by him in his last will as his legitimate daughter and heir, and he wished to render it certain that she would be educated according to his wishes, by prescribing particular instructions in a last will. Between this period and the time Mr. Clark brought his will to my house, he many times spoke of being engaged in making his last will. He always connected it with his daughter Myra as having in view to secure his estate to her to ensure that she would be educated in the same manner as he would direct if living. About four weeks before his death Mr. Clark brought his will to my house; when he came in he said, now my will is finished; now if I die to-morrow, my estate is secured to Myra beyond chance. Now she will go forth to the world acknowledged by me in my last will as my legitimate daughter, be brought up precisely as I could wish, under the superintendence of Mr. De La Croix, who will be a father to her. Here is the charter of her rights all finished; I have brought it to you to read. The last time I saw Mr. Clark, which was on the day he came out of his house for the last time, he spoke about his will, expressed the pleasure he had felt from the time he had secured his estate to his daughter beyond accident, by finishing his last will.

To the eighth cross interrogatory on the part of the defendants, she answers as follows: 8th. It was at my own dwelling. I saw Mr. Clark's will about four weeks before his death, he brought it to me to read of his own volition, without my requesting to see it. I suppose his reason for wishing me to read it was derived from the natural claim I had established on his feelings in regard to his daughter, by having in the first place suckled her, then having heard for a long period the expression of his feelings towards her; then during the period he spoke of being engaged in making his last will, his having again and again talked over to me this subject.

To the ninth cross interrogatory on the part of the defendants, she answers as follows: 9th. I made no memorandum or copy of this will, but it may be that the circumstance of this will not appearing after Mr. Clark's death contributed to fix in my mind the recollection of its contents as it was then and has often been since a matter of earnest and solemn reflection with me, especially as I had not only read it so shortly before his death, but because the last time I saw Mr. Clark he had expressed in the most enthusiastic language his happiness in knowing, that however soon he might die, his estate was secured to his daughter Myra by his last will; also, because while he spoke of being engaged in making his last will, it

seemed a matter to him of the most intense interest and solicitude. It may have contributed to fix my recollection of the date of this will by my remembering that I playfully said to Mr. Clark, since the charter of Myra's rights as you call your last will is dated in July, what a pity that you had not finished it soon enough to bear the date of the fourth of July, the anniversary of the day of the Americans promulgated their charter.

To the tenth cross interrogatory on the part of the defendants, she answers as follows: 10th. I made no memorandum or copy of this will.

To the eleventh cross interrogatory on the part of the defendants, she answers as follows: 11th. I do not know whether Mr. Clark was ever married.

To the twelfth cross interrogatory on the part of the defendants, she answers as follows: 12th. This child was five or six weeks old when Mr. Clark acknowledged her to me as his daughter; after he acknowledged her to me, he told me that he had all the arrangements prepared for her birth, and that he made arragements with Mr. S. B. Davis to receive her into his family. Mr. Clark purchased for his daughter a valuable servant, he had made for her in Philadelphia a handsome coachee, he furnished her with very costly dresses and playthings. At the time he left New Orleans, in eighteen hundred and twelve, she had never been at school. In his will of July, eighteen hundred and thirteen, Mr. Clark gave very particular instructions respecting her education. Mr. Clark told me that she was born in a house that was at that time in charge of the Messrs. Baron, in New Orleans. I do not know that she has ever been christened. She was born in or near the month of June, 1804 or 1805.

To the thirteenth cross interrogatory on the part of the defendants she answers as follows: 13th. I can give no other reason than to judge that it was from parental affection; he told me that he had had the preparations made for her birth; he told me that she was born in a house held by the Messrs. Baron, which he obtained for that purpose, which was not the house of his own residence. I believe that her mother's family name was Carriere. I did not know her mother, and cannot say where her residence then was.

To the fourteenth cross interrogatory on the part of the defendants, she answers as follows: 14th. Mr. Clark never acknowledged to me any child as his own except his daughter Myra.

Signed, HARRIET HARPER.

Ne varietuer. New Orleans, Jan. 10th, 1835.

Signed, GALLIEN PREVAL, *Judge*.

WM. W. WHITNEY and MYRA C. WHITNEY, } Court of Probates,
vs. and
ELEANOR O'BEARN et als. } State of Louisiana.

By virtue of the annexed rule of court, personally appeared before me, the subscriber, mayor of the city of Philadelphia, this seventeenth day of November, A. D. 1834, Mrs. Harriet Smith, Samuel B. Davis and Marian Rose, his wife, who being first sworn to testify the whole truth, did severally state as their respective depositions contain, and which are hereto annexed, marked A, B, and C. And I further certify that I am not interested in the said cause or action, and that I am not of counsel for either party.

In testimony whereof, I have hereunto set my hand, and [L. S.] caused the seal of the city to be affixed, this seventeenth day of November, one thousand eight hundred and thirty-four.

Signed, JN. SWIFT, *Mayor.*

PROBATE COURT.

WM. W. WHITNEY and WIFE, }
vs.
ELEANOR O'BEARN & als. }

Personally appeared before me, clerk of the probate court of the parish of New Orleans, W. W. Whitney, one of the plaintiffs in this cause, who makes oath that Mad. Caillaret, a material witness in this cause, is old and infirm, and about to depart out of the jurisdiction of this court; he therefore prays that a commission be issued, directed to Gallien Preval, associate judge of the city court, and take the testimony of said witness.

Signed, WM. WALLACE WHITNEY.

Sworn to and subscribed before me. New Orleans, 20th May, 1835.

Signed, W. F. C. DUPLESSES,
Register of Wills.

Filed 20th May, 1835.

WM. F. C. DUPLESSIS,
Dep. Reg. of Wills.

COURT OF PROBATES,
The State of Louisiana.

WM. WALLACE WHITNEY and MYRA C. WHITNEY, }
vs.
ELEANOR O'BEARN, and others. }

To Hon. Joachim Bermudez, Associate Judge of the City Court of New Orleans, New Orleans, greeting:

Know ye that we, reposing confidence in your prudence and

fidelity, do by these presents give unto your authority, diligently to examine all witnesses whatever, as well on the part of the plaintiff as of the defendant, in a certain suit now pending in our said court in which William Wallace Whitney and Myra C. Whitney are Plaintiffs, and Eleanor O'Bearn and others are defendants.

Therefore, we desire you that at certain times and places by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart, upon their respective corporal oaths first taken before you upon the holy Evangelists, that you reduce their examinations to writing; and when you shall so have taken them, that you send the same with this commission, closed up under your seal to us in our said court at the city of New Orleans, without delay.

Witnessed, the honorable Charles Maurian, judge of our said court this first day of July in the year of our Lord one thousand eight hundred and thirty-four, and the fifty eighth year of the Independence of the United States.

Signed WM. F. C. DUPLESSIS,
Register of Wlls.

THE STATE OF LOUISIANA,
Court of Probates.

WM. WALLACE WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN and others.

The testimony of Pre. Baron Boisfontaine produced, sworn and examined before me J. Bermudez, associate judge of the court of New Orleans by virtue of the annexed commission, to the questions propounded the above named witness deposes and says, that about fifteen days before the death of the late Daniel Clark, at his office deponent met Mr. De la Croix; that the said Clark took from his paper case which was black, a sealed packet; that the said Clark then and there declared in the presence of the deponent; that the said packet contained his last will; that in the said will he had made provision for his daughter Myra and left his property to her; that he had also left an annuity to his mother and a few legacies; that in the will he had named De la Croix the tutor to his daughter Myra and one of his executors, the two others being Bellechasse and Judge Pitot; that the said Clark asked Mr. De La Croix if he could depend on him as tutor, and that he replied yes; that the said Clark manifested much concern for his daughter Myra's welfare; that he never heard the said Clark say, that he had any other child; that the said Clark told him positively, that he had no other child. To this answer defendant's attorney ex-

cepted on the ground, that plaintiffs have charged the existence of other children; that the deponent was with the said Clark a few hours before his death and continued with him until he died; that the said Clark told Lubin, his confidential servant, to take the paper case that contained his will, to Mr. De la Croix as soon as he ascertained, that he was dead; that a short time before Mr. Clark expired Mr. Relf went to his armoir and took out a bunch of keys, he living with the said Clark as his friend and naturally took charge of every thing; that after taking the keys Mr. Relf went below, the office was below, the said black case was also in the office; that deponent went below but did not see Mr. Relf; the office was shut.

Signed P. BARON BOISFONTAINE.

Sworn to subscribed before me this 2d day of July, 1834.

Signed J. BERMUDEZ, *Judge.*

I hereby certify under my hand and private seal, the foregoing to be the testimony of Pr. Baron Boisfontaine, taken as set forth in the caption, in presence of R. R. Keene appearing as counsel on behalf of the plaintiff and L. C. Duncan, Esq., counsel for the defendants.

Signed J. BERMUDEZ, *Judge.*

New Orleans, July 2, 1834.

I certify the costs of this deposition to be three dollars.

Signed J. BERMUDEZ, *Judge.*

COURT OF PROBATES *in and for the City and Parish of New Orleans, Saturday, 29th November*, 1834.

WM. W. WHITNEY and wife,
vs.
ELEANOR O'BEARN and als.

On motion of Wm. M. Worthington, Esq., counsel for the plaintiffs, it is ordered, that the defendants shew cause on Friday next the 5th of December at 9 o'clock A. M. why a judgment by default should not be entered in this case.

COURT OF PROBATES,
The State of Louisiana.

WM. WALLACE WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN, et als.

To Lewis Shoemaker, Esq., Consul of the United States of America, Matanzas in the Island of Cuba, greeting:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give unto your authority diligently

te examine all witnesses whatever, as well on the part of the plaintiff as the defendant, in a certain suit now pending in our said court, in which Willm. W. Whitney and Myra C. Whitney are plaintiffs, and Eleanor O'Bearn and others are defendants; therefore, we desire you, that at certain times and places by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart, upon their respective corporal oaths first taken before you upon the holy Evangelists, that you reduce their examinations to writing; and when you shall so have taken them, that you send the same with this commission, closed up under your seal, to us in our said court at the city of New Orleans, without delay.

Witnesseth the Hon. Charles Maurian, judge of our said court, this 24th day of June in the year of our Lord 1834, and in the 58th year of the Independence of the United States.

Signed W. F. C. DUPLESSIS,
Register of Wills.

COURT OF PROBATES.

WM. W. WHITNEY and wife,
vs.
ELEANOR O'BEARN and others.

Interrogatories propounded to witnesses on behalf of the plaintiffs:

1st. Were you acquainted with the late Daniel Clark of New Orleans?

1st. Were you at any times upon terms of intimacy with the said Daniel Clark? If yea, were you so intimate with the said Daniel Clark as to enjoy his private confidence?

2nd. Do you know whether the said Daniel Clark at his decease left any child?

3d. Have you heard the said Daniel Clark claim and acknowledge any child as his own?

4th. If the last question is answered in the affirmative, please state when and where you have heard the said Daniel Clark claim and acknowledge the said child as his own.

5th. Please state where the said child then was—whether it was protected by the said Daniel Clark—what became of it, and where it is at present.

6th. By what name was the said child called?

7th. Do you know Myra Clark Whitney, one of the petitioners? If yea, say whether she is the said child whom the said Daniel Clark claimed and acknowledged as his own.

8th. Are you acquainted with the circumstances of the said Daniel Clark during his life and at the time of his death?

9th. Do you know whether the said Daniel Clark at any time during his life made any provision for the said child in the event of his death? If yea, state particularly under what circumstances.

10th. Did the said Daniel Clark at any time place property in

your hands for the use and benefit of the said child ? If yea, state under what circumstances and how that property was disposed of.

11th. Did not the said Daniel Clark always manifest the fondest affection for the said child—and did he not express the intention to make her his heir ?

12th. Have you not often heard the said Daniel Clark say that he intended to leave his estate to the said child ?

13th. What intentions of pecuniary advancement have you heard the said Daniel Clark express in regard to the said child ?

14th. Are you acquainted wlth the circumstances under which the said Daniel Clark made a will in the month of May, in the year eighteen hundred and eleven ? If yea, state the particulars of this subject, and whether at that time he had not otherwise provided for the said child.

15th. Was the said will of May, eighteen hundred and eleven, made by the said Daniel Clark a short time before his departure for the north ? If yea, did the said Daniel Clark after his return from the north, express to you his intention to make another will—and did the said Daniel Clark after his return from the north refer to the circumstances of the said will of eighteen hundred and eleven ?

16th. Have you heard the said Daniel Clark, subsequent to the date of the said will of May, 1811, claim and acknowledge the said child as his daughter ? If yea, at what times ?

17th. Have you heard the said Daniel Clark, subsequent to the month of May, eighteen hundred and eleven, say that the said child was his heir, or that he would leave his estate to the said child ? If yea, state particularly when and the times in which the said Daniel Clark spoke in regard to the said child.

18th. Had you, subsequent to the month of May, eighteen hundred and eleven, much intercourse with the said Daniel Clark ?

19th. Have you often heard the said Daniel Clark speak of the said child subsequent to the month of May, eighteen hundred and eleven ? If yea, state the particulars of his language in regard to the said child.

20th. How long before the decease of the said Daniel Clark did you see him for the last time? and in your last interview with the said Daniel Clark, did he speak of the said child ? If aye, state the particulars of his conversation in relation to the said child.

21st. How long before his death did the said Daniel Clark for the last time speak to you in regard to the said child—and what did he say at this time in regard to the said child ?

22d. Have you heard the said Daniel Clark, subsequent to the month of May, eighteen hundred and eleven, say that he was about to make, or that he was engaged in making, or that he had made his last will ? If yea, state the particulars of any conversation on this subject.

23d. Do you recollect at what time or times the said Daniel Clark spoke of being engaged in making his last will, or at what time he spoke of having made his last will ?

24th. Did you ever see the said will, or any writing, said by the said Daniel Clark to be his will? If yea, when and where.

25th. Was the said will in the handwriting of the said Daniel Clark—and was it signed by him, or was his name written in any part of it, and was it dated?

26th. Did you hear the said Daniel Clark say, that in his said will he had left his estate to his daughter Myra? Recollect as well as you can his precise expressions.

27th. When and where for the last time did you see the said will?

28th. When and where for the last time did you hear the said Daniel Clark speak of the said will, and what did he say?

29th. Did you hear the said Daniel Clark say who were named executors in said will? If yea, state who.

30th. Did you hear the said Daniel Clark say who was named in said will tutor to his said daughter Myra? If yea, state all you know on this head.

31st. Did you or not ever read the said will? If so, state the contents as particularly as you recollect them, and whether the said will was not in the handwriting of said Daniel Clark, and dated and signed by him.

Signed WM. M. WORTHINGTON,
For Plaintiffs.

Cross Interrogatories.

1st. Will you be pleased to state your name, age, residence and employment?

2d. Will you state whether you have any interest in the event of this suit, the object of which is to annul the will of the late Daniel Clark, that is, a will made by him in the month of May, 1811, and which, at the period of his death, in August, 1813, was duly admitted to probate in the court of Louisiana?

3d. Will you state whether or not you are related to or connected with the plaintiffs or with either of them? If yea, state in what degree.

4th. Will you state where you were in the spring and summer of the year 1813, and where Mr. Daniel Clark was at the same time.

5th. If you state that you were intimate with the said Clark, mention the circumstances which led to that intimacy, how the same was formed, what was its particular character, and how long the same continued?

6th. Was the said Daniel Clark in the habit of consulting you about his affairs, whether personal, mercantile or political; state fully and particularly.

7th. If you answer any one of the interrogatories in chief affirmatively as to your knowledge of the will of Mr. Clark, state all the circumstances, the time when, and the place where, and what was the occasion of his mentioning the subject to you.

8th. If you say that you saw the will of Mr. Clark, state when

and where you saw it, and state who was present, and why he exhibited the same to you?

Did you ask him whether he had made a will, and request him to show it to you? If not, state particularly and in detail, the reasons why the same was shown to you.

9th. If you answer that you saw the will about which plaintiffs interrogate you, will you state how you can, at this distant day, relate with precision the date of that instrument so as to enable you to speak with confidence of the year, the month and the day? Did you take a copy of the will or any memorandum, to enable you to speak positively of the date? If you did, annex that copy or memorandum to your answer, and when and why you made such copy or memorandum?

10th. Was Mr. Daniel Clark ever married to your knowledge? If aye, when, where and to whom?

11th. If Mr. Clark was not married, state if you please, and the circumstances attending the birth, the maintenance and education of the child Myra, whom you are asked whether he did not acknowledge? State when, and where she was born, whether, to your knowledge, she was ever christened? If so, by whom, and where, and who were her sponsors?

12th. Will you state how or why it was that Mr. Clark came to acknowledge as his own, the child Myra? Was she born in his house, or where, if not under his roof? Who was her mother, and where did she reside?

13th. Did you or not ever hear Mr. Clark acknowledge any other child than this Myra? If aye, state the name of that child, and whether or not he did not appear to have as much affection for the one as for the other? If not, what was the occasion of this difference of feeling towards his own reputed offspring, and why did he acknowledge the one to the exclusion of the other, as the heir of his estate?

☞ Those cross interrogatories are propounded by the defendants, with the full reservation to them of all legal exceptions to each and every of the interrogatories in chief, and every other exception thereto.

Signed LEWIS C. DUNCAN,
Attorney of Chew and Relf, and curator ad hoc to the other Defendants.

Answers of Joseph Deville Degoutin Bellechasse to the Interrogatories propounded in the case of Wm. W. Whitney and wife vs. Eleanor O'Bearn and others, under the commission hereto annexed.

1st. To the first interrogatory he answers, that he knew the late Daniel Clark, deceased, of New Orleans, and enjoyed his confidence, and an intimate intercourse with him, for many years before his death, and until that event.

2d. To the second interrogatory he answers, that the said Clark, at the time of his death, in the month of August, 1813, left a daughter called Myra.

3d. To the third interrogatory he answers, that he knew that said Daniel Clark claimed and acknowledged said Myra for and as his daughter.

4th. To the fourth interrogatory he answers, that in various confidental conversations with said Clark, both in his own house and in that of Clark's, and also in the house of Colonel S. B. Davis, (whose wife had said Myra under her care, and treated her with maternal kindness) he had heard said Clark acknowledge and claim said Myra to be his daughter. At different times, at said Clark's request, he has accompanied him in his visits to his said daughters, in the house of said Davis, and he always manifested for her the most ardent affection.

5th. To the fifth interrogatory he answers, that said Myra Clark whilst in Louisiana lived in the house of said Davis, under the care of his, said Davis's wife, who was always accounted a woman of excellent character. Said Myra is now the wife of said W. W. Whitney. He saw them both last year in this place, when they were considered as husband and wife.

6th. To the sixth interrogatory he answers, that it is anticipated in the second answer.

7th. To the seventh interrogatory he answers, that he knows Myra Clark Whitney, and knows also that she is the same person that said Daniel Clark claimed and acknowledged to be his daughter in the manner above related.

8th. To the eighth interrogatory he answers, he had a considerable knowledge of the circumstances of the said Daniel Clark during his life and at the time of his death.

9th. To the ninth interrogatory he answers, that he knows that the said Clark some years before his death, and particularly in the year 1811, made provision for his said daughter Myra.

10th. To the tenth interrogatory he answers, that in proof of the provision, at least in part, spoken of in the last answer, said Daniel Clark transferred to him several lots of ground in the suburb or Fauxbourg St. John's, near the Bayou of that name, within the limits of the city of New Orleans, with or under the confidential understanding that they were to be and remain under his control or disposition for the use and benefit of said Myra, and since the death of said Clark he has duly conveyed to her said lots.

11th. To the eleventh interrogatory he answers, that said Daniel Clark always manifested the greatest affection for said Myra, and never having given the deponent any charge or commission in favor of any other person, he necessarily considered her as the pre-eminent and predilect object of his regard and concern.

12th. To the twelfth interrogatory he answers, that said Daniel Clark always gave him to understand, as well by reason of his ex-

traordinary affection for said Myra, as by his positive declarations to that effect, that she, said Myra, would be the heir or heiress of his fortune.

13th. To the thirteenth interrogatory he answers, that the greatest object of the pecuniary cases of said Daniel Clark seemed always to be the said Myra.

14th. To the fourteenth interrogatory he answers, that in 1811 said Clark made known to him that on account of a special emergency that called him to the north, he had made his will, (to the best of the deponent's recollection in the month of May, of that year,) which he designed merely as a provisional will, in which Richard Relf and Beverly Chew were named as his executors; and that although he did not mention his said daughter in that will, yet by confidential modes he had made most ample provision for her. He, the said Daniel Clark, further told the deponent that he had deposited that will in the hands of said Relf, and after his return from the north, in speaking of his testamentary disposition, he told the deponent that he had it in contemplation to make his last will, and that he suffered the old will of 1811, already before spoken of, to remain in the hands of said Relf.

15th. To the fifteenth interrogatory he answers, that it is anticipated in the next preceding answer.

16th. To the sixteenth interrogatory he answers, that down to his death the said Daniel Clark spoke of said Myra as his daughter, and left no doubt on the deponent's mind that she would be the heir of his fortune.

17th. To the seventeenth interrogatory he answers, that it is anticipated in answers 11th, 12th, 13th, and 16th.

18th. To the eighteenth interrogatory he answers, that his communications with said Daniel Clark was constant, with the usual intervals, for a long series of years until his death.

19th. To the nineteenth interrogatory he answers, that he had often heard the said Daniel Clark subsequent to the month of May, 1811, speak of his said daughter Myra, and always in the most affectionate terms, and in such a manner as to show that she was destined by him to be his heir.

20th. To the twentieth interrogatory he answers, that a short time before the death-sickness of said Daniel Clark, and in the last interview before that sickness, he conversed with the deponent at the house of said Clark, about his said daughter in the same paternal and affectionate terms as theretofore. He told the deponent that he had completed or finished his last will; that the deponent, Judge Pitot then present, and the Chevalier la Croix were his executors named in it, (the deponent having given his consent before,) and that apart from some legacies for his friends, and a due pension for his mother, his said daughter Myra was the heiress of his fortune, duly habilitated for that purpose, and gave the said will open to us to look at and examine. The deponent saw that it was all in his own handwriting, and signed by him the said Daniel Clark.

Some few days afterwards, the deponent called on him, and learned from said Relf, that he, said Daniel Clark was sick in bed, too sick to be seen by the deponent. However, the said deponent, indignant, at an attempt to prevent him from seeing his friend, pressed forward into his room. He took the deponent by the hand, and with affectionate reprehension said. "How is it Bellechasse that you have not come to see me before, since my sickness? I told Relf to send for you!!" The deponent's answer was, that he had received no message or account whatever of his sickness from Relf. Fearful of oppressing him, the deponent immediately retired and told Relf, that he would remain in the house to attend occasionally to Clark. He, Relf said there was no occasion for it, that the doctor or doctors ordered that he Clark, should be kept as quiet as possible, and not be allowed to talk, and that if there should appear to be any danger, he, Relf would send for him. Without receiving any message however, the deponent went the next morning, and found that Clark was dead! The funeral procession was arranged by said Relf, and in conformity with that arrangement, much to the deponent's surprise and mortification, the said deponent was condemned to walk side by side with Governor Clairborne a well known enemy both of Clark and himself, to his, Clark's grave! On the return of the procession to Clark's mansion, on conferring with Judge Pitot and other friends, as to the misterious disappearance of said Clark's said last will, and the substitution in its place of said provisional will of anterior date, to wit, of May 1811, the deponent said aloud, "Gentlemen, this misterious occurrence surprises and afflicts me, I have heretofore received from our deceased friend Daniel Clark, a regular conveyance of several town lots, which he, after his return from his visit to the north in 1811, refused to receive the reconveyance of, from me; I now pledge myself to convey them to his daughter Myra." I have done so. Judge Pitot as well as others, always spoke with the utmost indignation of the suppression or destruction of said last will of 1813, and the substitution of that of 1811, all of which we attributed to interested villany.

21st, 22d, 23d, 24th, 25th, 26th, 27th, 28th and 29th, the witness answers that it is anticipated in the twentieth answer.

30th. To the thirtieth interrogatory he answers, that he cannot call to his mind any details of the matter referred to in the interrogatory corresponding to this number.

31st. To the thirty-first interrogatory he answers, that it is anticipated in the twentieth answer.

Answer to the Cross Interrogatory in said suit.

1st. To the first cross interrogatory he answers, that his name is Joseph Deville Degoutin Bellechasse, a retired lieutenant colonel of his Catholic majesty's service &c., a sugar planter, of seventy years of age.

2nd. To the second cross interrogatory he answers, he has no interest whatever in the event of this suit.

3rd. To the third cross interrogatory he answers, he has no relationship with the plaintiffs in this suit.

4th. To the fourth cross interrogatory he answers, he was in New Orleans in the spring and summer of 1813, said Daniel Clark died in said summer.

5th. To the fifth cross interrogatory he answers, that his intimacy with said Daniel Clark, commenced in the latter part of the last century, and was continued until his death, with uninterrupted harmony and confidence.

6th. To the sixth cross interrogatory he answers, that said Daniel Clark was always in the habit of consulting him about his affairs generally.

7th. To the seventh cross interrogatory he answers, that said Daniel Clark spoke to him about his testamentary dispositions in the manner related in the deponent's answers in chief, and particularly in his answer 20th, on account, as he supposed, of said Clark's confidence of the deponent's great friendship and regard for him, and of his belief of the deponent's having been worthy of that confidence.

8th. To the eighth cross interrogatory he answers, that the aforesaid last will of 1813 of said Daniel Clark, was shewn by him of his own accord to the deponent, and also to Judge Pitot, at the time mentioned by the deponent in his answer in chief No. 20, at his, said Clark's house, and must have been so shewn to us as a matter of course, considering his great confidence in, and intimacy with us both, and considering also that we were two of his executors named in that will.

9th. To the ninth cross interrogatory he answers that altho' he took neither note nor copy of said will of 1813, yet from the interesting nature of those details that he has given of it, he had those details strongly impressed upon his memory.

10th. To the tenth interrogatory (cross) he answers, that he has no satisfactory evidence of the marriage of said Clark, altho' he remembers to have heard no little talk about his marriage with Madame De Grange, the mother of said Myra.

11th. To the eleventh cross-interrogatory he answers, that he has no recollection of the minutia expressed in the cross-interrogatory No. 11, further than the maternal care and attentions of Madame Davis, towards said Myra Clark.

12th. To the twelfth cross-interrogatory he answers, that said Daniel Clark certainly acknowledged and claimed the said Myra, to be his daughter, because he believed her to be such. He, deponent, always understood that said Myra was born in New Orleans, where her mother resided.

13th. To the thirteenth cross-interrogatory he answers, that he had heard Daniel Clark speak of a daughter of Madame De Grange, older than Myra, and called Caroline, whom he treated with great kindness; but that the deponent never had any reason for satisfying himself that she was not the daughter of Monsieur De Grange,

begotten during his union with Madame De Grange, to be enthusiastically attached to her, the said Madame De Grange; it seemed natural enough, particularly for a man of his warm and generous heart, to treat his quasi steph daughter, or daughter, perhaps, of adoption, with kindness and benignity, and even to acquiesce in her bearing his name.

Signed,

JOSEF DEVILLE DEGOUTIN BELLECHASSE.

Sworn and subscribed before me, this 22d day of August, 1834. Matanzas.

Signed, LEWIS SHOEMAKER,
Consul.

CONSULATE OF THE UNITED STATES OF AMERICA, *Matanzas.*

I, Lewis Shoemaker, consul of the United States of America at this port, and residing within the same, do certify, that the execution of the accompanying commission to examine witnesses in the case of William W. Whitney and wife vs. Eleanor O'Bearn and others, issued out of the court of probates of the city and parish of New Orleans, will more fully appear by the shedule hereto annexed.

Witness my hand and seal of office, this 22d day of August, [L. S.] 1834.

Signed, LEWIS SHOEMAKER,
Consul.

COURT OF PROBATES.

WM. W. WHITNEY and MYRA C. WHITNEY
vs.
ELEANOR O'BEARN and others.

The State of Louisiana to the Honorable the Mayor of Cincinnati, State of Ohio, greeting:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give unto your authority diligently to examine all witnesses whatever, as well on the part of the plaintiffs as of the defendant, in a certain suit now pending in our said court, in which William Wallace Whitney and Myra C. Whitney are plaintiffs, and Eleanor O'Bearn and others are defendants.

Therefore, we desire you that at certain times and places, by you appointed for that purpose, you cause the said witnesses to come before you; that you then and there examine them apart, upon their respective corporal oaths first taken before you upon the Holy Evangelists; that you reduce their examinations to writing; and when you shall so have taken them, that you send the same with

this commission, closed up, under your seal, to us, in our said court, at the city of New Orleans, without delay.

Witnesseth, the honorable Charles Maurian, judge of our said court, this 24th day of June, 1834, and in the fifty-eighth year of the Independence of the United States.

Signed, WM. F. C. DUPLESSIS,
Register of Wills.

Filed 15th December, 1834.

S. BLOSSMAN,
Dep. Reg. of Wills.

WM. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN et als.

Interrogatories propounded to witnesses examined on behalf of the Plaintiffs.

1st. Were you acquainted with the late Daniel Clark, of New Orleans?

2d. Were you at any times upon terms of intimacy with the said Daniel Clark? If yea, were you so intimate with the said Daniel Clark as to enjoy his private confidence.

3d. Do you know whether the said Daniel Clark, at his decease, left any child?

4th. Have you heard the said Daniel Clark claim and acknowledge any child as his own?

5th. If the last question is answered in the affirmative, please state when and where you have heard the said Daniel Clark claim and acknowledge the said child as his own?

6th. Please state where the said child then was, whether it was protected by the said Daniel Clark, what became of it, and where it is at present?

7th. By what name was the said child called?

8th. Do you know Myra Clark Whitney, one of the petitioners? If yea, say whether she is the said child whom the said Daniel Clark claimed and acknowledged as his own

9th. Were you acquainted with the circumstances of the said Daniel Clark during his life, and at the time of his death?

10th. Do you know whether the said Daniel Clark at any time during his life, made any provision for the said child in the event of his death? If yea, state particularly under what circumstances.

11th. Did the said Daniel Clark at any time place property in your hands for the use and benefit of the said Myra? If yea, state under what circumstances, and how that property was disposed of.

12th. Did not the said Daniel Clark always manifest the fondest affection for the said child, and did he not express the intention to make her his heir?

13th. Have you not often heard the said Daniel say he intended to leave his estate to the said child ?

14th. What intentions of pecuniary advancement did the said Daniel Clark express in regard to the said child ?

15th. Are you acquainted with the circumstances under which the said Daniel Clark made a will in the month of May, in the year 1811 ? If yea, state the particulars of this subject, and whether at that time he had not otherwise provided for the said child ?

16th. Was the will of May, 1811, made by the said Daniel Clark a short time before his departure for the north ? If yea, did the said Daniel Clark after his return from the north, express to you his intention to make another will, and did the said Daniel Clark after his return from the north, refer to the circumstances of the said will of 1811 ?

17th. Have you heard the said Daniel Clark subsequent to the date of the said will of 1811, claim and acknowledge the said child as his daughter ? If yea, state at what times.

18th. Have you heard the said Daniel Clark, subsequent to the month of May, 1811, say that the said child was his heir, or that he intended to leave his estate to the said child ? If yea, state particularly when, and the terms in which the said Daniel Clark spoke in regard to the said child.

19th. Had you, subsequent to the month of May 1811, much intercourse with the said Daniel Clark ? If yea,

20th. Have you often heard the said Daniel Clark speak of the said child subsequent to the month of May 1811 ? If yea, state the particulars of his language in regard to the said child.

21st. How long before the decease of the said Daniel Clark did you see him for the last time, and in your last interview with the said Daniel Clark, did he speak of the said child ? If yea, state the particulars of his conversation in relation to the said child.

22d. How long before his decease did the said Daniel Clark, for his last time, speak to you in regard to the said child, and what did he say at this time in regard to the said child.

23d. Have you heard the said Daniel Clark, subsequent to the month of May 1811, say that he was about to make, or that he was engaged in making, or that he had made his last will ? If yea, state the particulars of any conversation on this subject.

24th. Do you recollect at what time or times the said Daniel Clark spoke to you of being engaged in making his last will, or at what time he spoke of having made his last will ?

25th. Did you ever see the said will or any writing said by the said Daniel Clark to be his will ? If yea, when and where ?

26th. Was the said will in the handwriting of the said Daniel Clark, and was it signed by him, or was his name written in any part of it and was it dated ?

27th. Did the said Daniel Clark say that in his said will, he had left his estate to his daughter Myra. Recollect as well as you can his precise expressions.

28th. When and where for the last time did you see the said will?

29th. When and where for the last time did you hear the said Daniel Clark speak of the said will, and what did he say?

30th. Did you hear the said Daniel Clark say who were named in said will, executors? if yea, state who.

31st. Did you hear the said Daniel Clark say who was named in said will, tutor to his said daughter Myra? if yea, state all you know on this head.

32d. Did you or not ever read the said will? If so, state as particularly as you recollect them, the contents, and whether the said will was not in the hands of the said Daniel Clark, and dated and signed by him.

Signed WILLIAM M. WORTHINGTON,
for Plaintiffs.

Cross Interrogatories.

1st. Will you be pleased to state your name, age, residence, and employment.

2d. Will you state whether you have any interest in the event of this suit, the object of which is to annul the will of the late Daniel Clark, that is, a will, made by him in the month of May, 1811, and which at the period of his death in August, 1813, was duly admitted to probate in the court of Louisiana.

3d. Will you state whether or not you are related to or connected with the plaintiffs or either of them? If aye, state in what degree.

4th. Will you state where you were in the spring and summer of the year 1813, and where Mr. Daniel Clark was at the same time?

5th. If you state that you were intimate with the said Clark, mention the circumstances which led to that intimacy; how the the same was formed; what was its particular character, and how long the same continued.

6th. Was the said Daniel Clark in the habit of consulting you about his affairs, whether personal, mercantile, or political? State fully and particularly.

7th. If you answer any one of the interrogatories in chief affirmatively, as to your knowledge of the will of Mr. Clark, state all the circumstances, the time when, and the place where, and what was the occasion of his mentioning the subject to you.

8th. If you say that you saw the will of Mr. Clark, state where and when you saw it, and state who was present, and why he exhibited the same to you. Did you ask him whether he had made a will, and request him to show it to you? If not, state particularly and in detail the reasons why the same was shown to you.

9th. If you answer that you saw the will about which plaintiffs interrogate you, will you state how you can at this distant day relate with precision the date of that instrument so as to enable you

to speak with confidence of the year, the month and the day? Did you take a copy of the will or any memorandum to enable you to speak positively of the date? If you did, annex that copy or memorandum to your answer, and when and why you made such copy or memorandum.

10th. Was Mr. Daniel Clark ever married to your knowledge? If aye, when, where, and to whom?

11th. If Mr. Clark was not married, state, if you please, all the circumstances attending the birth, the maintenance, the education of the child Myra, whom you are asked whether he did not acknowledge. State when and where she was born; whether, to your knowledge, she was ever christened; if so, by whom, and who were her sponsors?

12th. Will you state how or why it was that Mr. Clark came to acknowledge as his own the child called Myra? Was she born in his house; or where, if not under his roof? Who was her mother, and where did she reside?

13th. Did you or not ever hear said Clark acknowledge as his own any other child than this Myra? If aye, state the name of that child, and whether or not he did not appear to have as much affection for the one as for the other? If not, what was the occasion of this difference of feeling towards his own reputed offspring; and why did he acknowledge the one to the exclusion of the other as the heir of his estate?

☞ These cross interrogatories are propounded by the defendants with a full reservation to them of all legal exceptions to each and every of the interrogatories in chief, and every other legal exception thereto.

Signed LEWIS C. DUNCAN,
Attorney for Chew & Relf, and curator ad hoc to the other Defendants.

In pursuance of the annexed commission to me the subscriber, Mayor of the city of Cincinnati, appeared before me, William Miller, who, being duly sworn to declare the truth on the questions put to him in this cause, answered to the interrogatories hereto annexed in the manner following, to wit:

To the first and second interrogatories this deponent says that he was acquainted with Daniel Clark, and enjoyed, as he believed, his entire confidence.

In answer to the third, fourth, fifth, sixth, seventh and eighth interrogatories, he says, that at the decease of Daniel Clark, he knows that he did leave a child; that during the pregnancy of the mother of said child, the said Daniel Clark told this deponent that the child, of which she was then pregnant, was the child of him the said Daniel Clark; that after its birth, the said Daniel Clark acknowledged it to be his; that the said child, for many years afterwards, lived in the family of Col. Samuel B. Davis, now of

Philadelphia, and is now the wife of Mr. Whitney of New York, as this deponent believes; the name of said child was Myra.

To the tenth interrogatory he answers, he does not.

To the 11th, he answers: No.

To the 12th, 13th, and 14th, he says: That he, the said Daniel Clark frequently expressed much affection for the said child Myra, and stated that he intended to make ample provision for her, as one of his heirs.

To the 15th, this deponent answers: No.

To the 16th, he answers: He knows nothing.

To the 17th, he says: That he believes, subsequently to the year 1811, he has frequently heard Daniel Clark speak of said child as his own, and that he would make provision for her as above stated.

To the 18th, 19th, and 20th, he answers as to the 17th.

To the 21st and 22d, he says: That he saw Daniel Clark in 1812, he believes, but does not recollect any particular conversation at that time different from that before stated.

To the 23d, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, and 32d, he says: That he never heard Daniel Clark say that he had made a will, and never saw him execute any will, although it was his impression, and that of his friends, and that he had made a will.

In answer to the Cross Interrogatories, he says:

To the 1st interrogatory, he answers: His name is William Miller, that he resides in Cincinnati, that he is upwards of 60 years of age, and attends to the management of his own affairs.

To the 2d and 3d, he answers in the negative.

To the 4th: That he was on his plantation in Louisiana, and Clark was in New Orleans.

To the 5th, he answers: That Daniel Clark was his merchant and commercial agent for many years, and his intimacy continued till his death; it commenced about 1796 or 1797.

To the 6th, he says: That he was in the habit of conversing with the deponent confidentially on general subjects, and with respect to his private affairs.

To the 7th, 8th, and 9th, he answers: He knows nothing further than already stated.

To the 10th, he says: That he does not believe Daniel Clark was ever married.

To the 11th, he says: He knows nothing more than has been stated in answer to the 3d, 4th, 5th, 6th, 7th, and 8th interrogatories.

To the 12th, he says: That Daniel Clark acknowledged the child, Myra, to be his own, because he believed it to be so, and entertained no doubt with respect to it. The mother of said child was Madame De Grange.

To the 13th, he answers: No.

Signed, W. MILLER.

Which answers, being by me reduced to writing, were signed by the said witness in my presence.

In testimony whereof, I have hereunto affixed my hand and [L. s.] seal of said city, and also my private seal, this 21st day first of July, 1834; the words "William Miller" being interlined in the caption.

Signed, SAM'L W. DAVIS, *Mayor.* [L. s.]

COURT OF PROBATES.

WM. WALLACE WHITNEY & WIFE
vs.
ELEANOR O'BEARN and others.

Appeared Wm. Wallace Whitney, who being sworn, deposeth and said:

That P. Baron Boisfontaine is a material witness for him in the above cause; that said Baron is somewhat advanced in years, and he fears that unless his testimony is taken, he may be deprived of the advantage he expects to derive from the same.

He prays a commission to issue to J. Bermudez, &c., &c.

Signed, WM. WALLACE WHITNEY.

Sworn to and subscribed before me, this 30th June, 1834.

J. BLOSSMAN,
Dy. Register of Wills.

Filed 1st July, 1834.

Signed W. F. C. DUPLESSIS,
Register of Wills.

WM. W. WHITNEY & WIFE
vs.
ELEANOR O'BEARN et als.

Personally appeared Wm. W. Whitney, one of the above plaintiffs, who being duly sworn, deposeth and saith:

That Harriet Smith, now in New Orleans, is a material witness for the plaintiff in the above cause; that she is about to depart from the State of Louisiana, and he fears the plaintiff may be deprived of the benefit or advantage they expect to derive from the testimony.

He prays that a commission issue to take her testimony, &c.
Signed, WM. M. WORTHINGTON,
For Plaintiffs.
Signed, WM. WALLACE WHITNEY.

Sworn to before me, this 3d January, 1835.
Signed, J. BLOSSMAN,
Dy. Register of Wills.
Filed 3d January, 1835.
Signed, J. BLOSSMAN,
Dy. Register of Wills.

IN THE COURT OF PROBATES, *in and for the Parish and City of New Orleans.*

Monday, 5th January, 1835.

Present the Honorable Charles Mauran, Judge.

Estate of Daniel Clark.

ESLEANOR O'BEARN et als. *adsm.*
WM. W. WHITNEY and wife. } No. 843.

On motion of Wm. M. Worthington, Esquire, of counsel for W. W. Whitney and wife, plaintiffs, and upon filing the affidavit of said Wm. W. Whitney, it is ordered that a commission issue in this case to take the deposition of a witness or witnesses before Gallien Preval, Esq., associate judge of the city of New Orleans to be read in evidence in the trial.

COURT OF PROBATES,
The State of Louisiana.

W. W. WHITNEY and wife,
vs.
ELEANOR O'BEARN et als. } No. 843.

To the honorable G. Preval, associate judge of the City Court of New Orleans, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do, by these presents, give unto your authority, diligently to examine all witnesses whatever, as well on the part of the plaintiffs as of the defendants, in a certain suit now pending in our said court, wherein Wm. Wallace Whitney and Myra C. Whitney are plaintiffs, and Eleanor O'Bearn and others defendants. Therefore, we desire you at certain times and places by you appointed

for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart upon their respective corporal oaths, first taken before you upon the Holy Evangelists; that you reduce their examinations to writing; and when you shall so have taken them, that you send the same with this commission, closed up under your seal to us in our said court, at the city of New Orleans, without delay.

Witnesseth the honorable Charles Maurian, judge of our said court this 5th January, 1835, in the year of our Lord, 1835, and in the 59th year of the Independence of the United States.

Signed J. BLOSSMAN,
Dy. Reg. of Wills.

W. W. WHITNEY
vs.
ELEANOR O'BEARN & others.

Deposition taken by virtue of a commission issued by the Hon. the Court of Probates, dated the January, 1835.

Mrs. Harriet Smith being duly sworn, deposes and says, that she recognized her signature affixed to the end of a deposition made by her in Philadelphia, before John R. Swift, mayor of said city, the said deposition being now on file in the court of probates of this city and hereto annexed, and signed by me "ne varietuer," she also declares that the contents of said deposition are true as therein stated.

The signature of said deposition was by mistake signed of her former name Harriet Harper, instead of Harriet Smith. The said deposition is marked at the beginning of A B C.

Signed, HARRIET SMYTH.

Sworn and subscribed before me, New Orleans, January 10th 1835.

Signed, G. PREVAL,
Judge.

I do hereby certify that the foregoing deposition has been taken before me on the 10th of January, instant, at Mrs. Wooster's boarding house in Canal street, in the presence of Mr. Worthington, attorney for plaintiffs, and Mr. Duncan, attorney for Messrs. Chew and Relf, and curator ad hoc of the absent heirs.

New Orleans, January 10th, 1835.

Signed, GALLIAN PREVAL, [L. S.]
Judge.

IN THE PROBATE COURT,
In and for the City of New Orleans, State of Louisiana.

W. W. WHITNEY and MYRA C. WHITNEY
vs.
ELEANOR O'BEARN et als. } No. 843.

For answer to the petition in the above entitled suit, or so much thereof as they are advised and believe it is necessary and material for them to answer, Beverly Chew and Richard Relf, residing in New Orleans, parties defendant herein, came and say, that so far as it concerns them, personally to answer said petition, they deny all and singular the allegations therein, except so far as the said plaintiffs charge the execution and admission to probate of the will of Daniel Clark, now on file in the honorable court, which will, these respondents allege and believe to be the only last will and testament said Clark ever made, and which he intended to have legal effect. These respondents further deny that the plaintiff, Myra, has any such claim in the premises as she pretends; they deny that the said Daniel Clark was ever legally married; or that he had ever any legitimate offspring, and especially do they deny that the said Myra is his offspring, as she pretends; or that she is entitled to any part or parcel of his estate, whether in law or by testament. These respondents further say in answer to the said petition, that if she, the said Myra, is the daughter of Daniel Clark, as in said petition is alleged, which these respondents deny, that there is another person named Caroline Clark, who is entitled equally with said Myra to any part or parcel of said Daniel Clark's estate, she, the said Caroline, having been acknowledged as his natural daughter. And these respondents further deny all the other allegations in said petition contained, so far as the same tend in any manner or form to establish any right in the said Myra, either as the daughter or heir of said Daniel Clark, and to whose estate she sets up pretensions in the petition in this behalf.

Wherefore these respondents pray for judgment in this behalf, in their favor, so far as they are named herein, and for costs, as in duty bound, &c. &c.

Signed, RICHARD RELF,
BEV. CHEW.

And by their attorney.
Signed, L. C. DUNCAN.

Richard Relf, one of the respondents in the foregoing answer, being sworn, saith, that the testimony of Daniel W. Coxe, and William E. Hulings, residing in Philadelphia, Pennsylvania; and of Chevalier Dusuau De La Croix, a citizen of Louisiana, presently absent, and believed to be at Paris in France; and of J. D. D. Bellechasse, residing near Matanzas, in the Island of Cuba, is necessary and material to the said respondents, who expect to be

able to prove by said several witnesses, that all the allegations, or the chief part of the allegations of the petition, are untrue, except so far as they relate the execution and relate of the will of Daniel Clark on file in the probate court of the parish and city of New Orleans. That the testimony of said witnesses is competent and material; and without it they cannot safely go to the trial of this cause, so far as the respondents and defendants are personally concerned therein.

Signed, RICHARD RELF.

Sworn to, and subscribed before me, this 14th day January, 1835.

Signed, J. BLOSSMAN,
Dep. Reg. of Wills.

Filed January 15th, 1835.

Signed, J. BLOSSMAN,
Dy. Regr. of Wills.

IN THE PROBATE COURT,
In and for the City and Parish of New Orleans,
State of Louisiana.

WM. W. WHITNEY and MYRA C. WHITNEY
vs.
ELEANOR O'BEARN et others. } No. 843.

For answer to the petition of the plaintiffs in the above entitled suit, or to so much thereof as he believes it is necessary and material to answers.

Lewis C. Duncan, the curator, ad hoc, appointed to the absent defendants named in said petition, comes and says, that though soon after his said appointment he addressed letters to said absent defendants, the said curator, therefore, in his said capacity, answering the aforesaid petition, denies the right of the said plaintiffs to have or maintain their said action, because there is no truth in any of the allegations of the said petition, tending to establish the pretended rights of the petitioner Myra, as the daughter or heir of Daniel Clark deceased, and named in said petition.

It is further denied that the said Daniel Clark was ever legally married, or that he ever had any legitimate child; and especially is it denied that the said Myra is his legitimate child, or that she has now, or ever had, any rights as his heir.

It is further denied that the said Daniel Clarke ever made or published, according to any form of law recognized in the late territory of Orleans, or in the present State of Louisiana, or elsewhere, any other will or testament than that which the petitioners alledge, has been admitted to probate in this honorable court, which said will the said curator, in behalf of said absent heirs, alledges and believes to be the only will said Clark ever made, and to which he intended to give full legal effect.

It is further denied that the said Daniel Clark ever made any such will as the petitioners alledge, constituting the said Myra, his sole heir; and that if the form of such a will, was ever contemplated or made by him, it was by himself revoked and destroyed; and would, moreover have been in derogation of the rights of his mother, then living, and who survived him; and would further have been in contravention of positive law.

It is alledged by said curator, that he is advised and believes that the said Daniel Clark left a natural child, named Caroline Clark, and who is entitled by the will of his mother, who is his universal heir, to inherit a considerable share of his estate, all which this curator reserves, in her behalf, (she being one of the defendants represented by said curator) the right to prove on this trial of this cause.

And finally, this curator denies all and singular the allegations of said petition, so far as not herein before admitted, and which tend, in any manner or form to establish any of the pretentions of the plaintiffs herein. And he prays for final judgment in behalf of the defendants represented by him, and for costs; and in duty bound.

Signed, LEWIS C. DUNCAN,
Curator at hoc, &c. &c.

L. C. Duncan, the above named curator, being duly sworn, saith, that from information he has received, and from facts and circumstances known and communicated to him, he verily believes that the testimony of Daniel W. Coxe and William E. Hulings, residing in Philadelphia, Pennsylvania; and of Chevalier Dusuau De La Croix, a citizen of Louisiana, presently absent, and believed to be at Paris, in France, and of J. D. D. Bellechasse, residing near Matanzas, in the Island of Cuba, is necessary and material to sustain the defence of the said absent defendants, represented by him, this deponent. That by said witnesses he will be able to disperse all the substantial allegations of said plaintiffs' petition, and to sustain the defendants in the defence which he has deemed it his duty to present to the action of the plaintiffs herein.

That said testimony is competent and material, and without it said curator believes he cannot safely go to trial; and that he knows of no other persons than those above named, by whom he could prove and sustain the defence of the persons he is herein appointed to represent.

Signed, L. C. DUNCAN.

Sworn to, and subscribed before me, this 14th January, 1835.
J. BLOSSMAN,
Deputy Register of Wills.

Filed, 15th January, 1835.
Signed J. BLOSSMAN,
Dy. Reg. of Wills.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

THURSDAY, 15*th January*, 1835.

Present: The honorable Charles Maurian, judge.

WM. W. WHITNEY and wife
vs.
ELEANOR O'BEARN and als. } No. 843.

On motion of Lucius C. Duncan, Esq., and upon filing two separate answers of the defendants, it is ordered that the judgement by default taken herein on the 10th instant against the said defendants be, and the same is hereby set aside, and considering the affidavit to said answers, it is ordered that three commissions issue, one directed to Thomas P. Barton, secretary of American legation, and Daniel Brent, consul of the United States at Paris, in France, or either of them, and one addressed to John Swift mayor, and John Bennis or S. Badger, aldermen of the city of Philadelphia, Pennsylvania, or either of them, and the other to Lewis Shoemaker, consul of the United States at Matanzas, Cuba.

IN THE COURT OF PROBATES,
In and for the City and Parish of New Orleans.

SATURDAY, 10*th Janunry*, 1835.

Present: The honorable Charles Maurian, judge.

WM. W. WHITNEY and wife
vs.
ELEANOR O'BEARN and als. } No. 843.

On motion of William M. Worthington, Esquire, of counsel for the plaintiffs, it is ordered by the court that judgement by default be entered in this case against the defendants, they having failed to answer in the premises.

IN THE PROBATE COURT,
In and for the Parish and City of New Orleans.

FRIDAY, 27*th March*, 1835.

Present: The honorable Charles Maurian, judge.

WM. W. WHITNEY and wife
vs.
ELEANOR O'BEARN and als. } No. 843.

On motion of C. Roselius, Esquire, on behalf of plaintiffs' counsel, it is ordered by the court that Richard Relf and Beverly Chew

show cause on Wednesday next, the 1st of April, at 9 o'clock, A. M., why they should not forthwith deposit under oath with the register of wills of this city and parish, all the books, accounts, and documents appertaining to the estate or succession of the late Daniel Clark, together with the original will of May, 1811, under which they obtained letters of administration or executorship in 1813.

In the Court of Probates,
In and for the City and Parish of New Orleans.

Wednesday, 1*st April*, 1835.

Present: The honorable Charles Maurian, judge.

Wm. W. Whitney and wife
vs.
Eleanor O'Bearn and als. } No. 843.

On motion of C. Roselius, Esq., in behalf of the plaintiffs' counsel, it is ordered by the court, with consent of L. C. Duncan, Esq., that the rule taken on the 27th of March last and returnable this day be enlarged until Friday morning next, the 3d instant, at nine o'clock, A. M.

Answer to Rule.

Probate Court.

Wm. W. Whitney and wife
vs.
Eleanor O'Bearn.

In answer to the rule served upon them, Beverly Chew and Richard Relf came, and for cause to the same, shew: That the papers, books, and documents pertaining to said succession are not all now in their possession, some having been furnished to different tribunals where they have instituted or defended suits for the heirs thereof; others have been furnished to the heirs, and some are now in the possession of Richard Relf, to be exhibited on the trial of this case, in compliance with the provisions of the law in such matters.

They, said Relf and Chew, further answer that the original will referred to in the said rule is now and ever has been on file in this court since the same was admitted to probate in the year 1813.

Signed, L. C. DUNCAN,
Attorney for Chew and Relf.

Filed April 1st, 1835.
Signed, J. BLOSSMAN,
D'y Reg'r of Wills.

In the Court of Probates,
In and for the Parish and City of New Orleans.

Monday, 27*th April*, 1835.

Present: The honorable Charles Maurian, judge.

Wm. W. Whitney and wife
vs.
Eleanor O'Bearn and als. } No. 843.

On motion of William Worthington, Esq., on behalf of plaintiffs, it is ordered by the court that a commission issue in this case, directed to David B. Morgan, Esq., at Madisonville, parish of St. Tammany, to take the testimony of Pierre Baron Boisfontaine, to be read in evidence on the trial of this case.

In the Court of Probates,
In and for the Parish and City of New Orleans.

Monday, 4*th May*, 1835.

Present: The honorable Charles Maurian, judge.

Wm. W. Whitney and wife
vs.
Eleanor O'Bearn and als. } No. 843.

On motion of Wm. M. Worthington, Esq., of counsel for the plaintiffs, it is ordered by the court that a commission issue in this case, directed to David B. Morgan, Esq., Madisonville, Parish of St. Tammany, Louisiana, or to any justice of the peace of said parish, to take the deposition of Pierre Baron Boisfontaine, to be read evidence on the trial.

Court of Probates.

Wm. W. Whitney and Wife
vs.
Eleanor O'Bearn et als. } No. 843.

Personally appeared W. W. Whitney, one of the plaintiffs in the above case, who being duly sworn deposeth and saith, that Madame Sophie Veuve Despau, née Carriere of Matanzas in the Island of Cuba, is a material witness for the above plaintiffs, prays that a commission be issued to Lewis Shoemaker, American consul at Matanzas aforesaid, to take the testimony of said witness.

Signed WM. WALLACE WHITNEY.

Sworn to and subscribed before me, New Orleans, 23d May, 1835.

Signed WM. F. C. DUPLESSIS,
Register of Wills.

Affidavit taken and filed. May 23d, 1835.

Signed J. BLOSSMANN,
Dy. Reg. of Wills.

Return to commission: Filed 6th July, 1835.

Signed J. BLOSSMAN,
Dy. Reg of Wills.

COURT OF PROBATES.

WM. WALLACE WHITNEY and WIFE
vs.
ELEANOR O'BEARN et als.

The State of Louisiana to the Hon. Gallien Preval, Associate of the City Court of New Orleans, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents give unto your authority diligently to examine all witnesses whatsoever, as well on the part of the plaintiff as the defendant, in a certain suit now pending in our said court, in which W. W. Whitney and Myra C. Whitney are plaintiffs, and Eleanor O'Bearn and others are defendants. Therefore, we desire you, that at certain times and places, by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart, upon their respective corporal oaths, first taken before you upon the Holy Evangelists, that you reduce their examinations to writing, and when you shall so have taken them, that you send the same with this commission, closed up under your seal, to us in our said court at the city of New Orleans without delay.

Witnesseth the Hon. Charles Maurian, judge of our said court, this 21st day of May, in the year of our Lord 1835, and in the 59th year of the Independence of the United States.

Signed J. BLOSSMAN,
Dy. Reg. of Wills.

W. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN et als.

Deposition taken by virtue of a Commission issued by the honorable the Court of Probates, in and for the Parish and city of New Orleans.

Mrs. Callaveh being duly sworn deposes and says, that she is the sister of Madame Gardett, formerly Madame Des Granges; that

sometime after the marriage of her sister with Mr. Desgrange, her said sister discovered that Mr. Desgrange had been previously married, and that in order to ascertain this fact she went to Philadelphia, in the absence of her husband who was in France, that whilst at Philadelphia Desgrange returned from France to New Orleans, and at the same time, or a very short time after, his first wife made her appearance in New Orleans. Upon this, witness immediately apprized her sister of this fact, and she returned immediately to New Orleans. On the arrival of the said first wife of Desgrange she complained to the governor who caused Desgrange to be arrested, (it was under the Spanish Government,) after some time he obtained his release and left the country, before his departure he confessed that he had previously married. Witness understood afterwards from her sister, by letters which she received from her, that she was married secretly with Mr. Daniel Clark, the preliminaries of the contemplated marriage were settled by the husband of witness at his house in the year 1802 or 1803, in the presence of witness, who went to France sometime after the said arrangement, but previous to the said marriage alluded to.

Cross-examination.

Mr. Degrange married the sister of witness in or about the year 1796, her sister was then living at the house of witness. The marriage was celebrated at the church. There has been no children of that marriage. Mr. and Madame Desgrange were recognized as husband and wife by every one, and no doubts have ever been entertained with respect to their marriage. Witness has constantly resided in France since she went there, and she returned here within the last fifteen days, when her sister wrote to her about her marriage with Daniel Clark; she informed her afterwards that she had a child (a daughter) by that marriage who she understood was called Myra.

Signed V. CAILLARET.

Sworn to and subscribed before me, New Orleans, May 22d, 1835.

Signed GALLIAN PREVAL,
Judge.

I do hereby certify that the above deposition has been taken by me in the presence of C. Roselius, Esq., attorney for plaintiffs, and L. C. Duncan, Esq., attorney for defendants, at the house of Mr. Barnwell, Charter street, pursuant to the commission hereunto annexed.

New Orleans, May 22d, 1835.

Signed GALLIEN PREVAL,
Judge.

COURT OF PROBATES,
The State of Louisiana.

WM. W. WHITNEY and
MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN & als.

To David B. Morgan, Esq. Madisonville, Parish of St. Tammany, Louisiana, or to any Justice of the Peace in said Parish, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do, by these presents, give unto your authority diligently to examine all witnesses whatever, as well on the part of the plaintiffs as the defendants, in a certain suit now pending in our said court, in which Wm. W. Whitney and Myra C. Whitney are plaintiffs and Eleanor O'Bearn and others are defendants: Therefore, we desire you, that at certain times and places by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart upon their respective corporal oaths, first taken before you upon the Holy Evangelists, that you reduce their examinations to writing, and when you shall so have taken them, that you send the same with this commission, closed up under your seal, to us in our said court at the city of New Orleans.

Witnesseth the honorable Charles Maurian, judge of the said court, this 4th May, 1835, and in the 59th year of the Independence of the United States.

Signed, S. BLOSSMAN,
Dy. Reg'r of Wills.

Filed July 6th, 1835.
Signed, J. BLOSSMAN,
Dy. Reg'r of Wills.

COURT OF PROBATES.

WM. WALLACE WHITNEY
and MYRA his wife,
vs.
ELEANOR O'BEARN & others.

Interrogatories to be propounded to witnesses on behalf of the plaintiffs in this cause:

1st. Were you acquainted with the late Daniel Clark, deceased, of New Orleans? If so, were you at any time on terms of intimacy with him?

2d. Did the said Daniel Clark leave at his death any child acknowledged by him as his own? If so, state the name of such

child, whether said child is still living, and if living, what name it now bears—and also state when and where, and in what terms said acknowledgment of said child was made ?

3d. Have you any knowledge of a will said to have been executed by said Clark shortly before his decease ? Did you ever read or see the said will, or did Daniel Clark ever tell you that he was making said will ? If so, at what time and place, and if more than once, state how often and when and where.

4th. If you answer the last question affirmatively, state whether the said Daniel Clark ever declared to you or to any one in your presence, the contents of said will ; and if so, state the whole of said declarations, and the time, place and manner in which they were made, before whom and all the circumstances which occurred when such declarations were made.

5th. State how long before his death you saw the said Daniel Clark for the last time—how long before his death he spoke of his last will, and what he said in relation to his aforesaid child.

6th. State whether you ever heard any one say he had read the said will. If so, state when, what was said, and whether the said person is now living or not.

Signed, WM. M. WORTHINGTON,
For Plaintiffs.

Cross Examined.

1st. Each witness examined, and answering any one of the foregoing interrogatories, is desired to state his name, age, residence, employment, and whether he is in any manner connected with or related to any of the parties to this suit—or has any interest in the event of the same.

2d. How long did you know Daniel Clark, and under what circumstances ; and if you presume to state that Daniel Clark left any child at his death, state who was the mother of said child, and who was the husband of that mother. State all the circumstances fully and in detail, and whether said Clark was ever married—and if so, to whom, when and where.

3d. If said Clark ever acknowledged to you that he supposed himself to be father of a child, state when and where he made such an acknowledgment, and all the circumstances of the recognition of such a child or children, and whether the act was public or private.

4th. Did said Clark consider you as an intimate friend to whom he might confide communications so confidential as those relating to his will ? If aye, state what you know of your own personal knowledge, of the contents of said will, and be careful if you pleae to distinguish between what you state of your own knowledge and what from hearsay.

The defendants propound the foregoing interrogatories with a full reservation of all legal exceptions to the interrogatories in chief—

the same not being pertinent to the issue—and the last of said interrogatories being calculated merely to draw from the witness hearsay declarations.

Signed, L. C. DUNCAN,
For Defendants.

In pursuance of the annexed commission directed to me, the undersigned justice of the peace, personally appeared Pierre Baron Boisfontaine, who being duly sworn to declare the truth on the questions put to him in this cause, in answer to the following interrogatories, says:

In reply to the first interrogatory he answers, I was acquainted with the late Daniel Clark of New Orleans, and was many years intimate with him.

In reply to the second interrogatory he answers, Mr. Clark left at his death, a daughter named Myra, whom he acknowledged as his own, before and after her birth, and as long as he lived. In my presence he spoke of the necessary preparations for her birth, and asked my brother's wife to be present at her birth; and in my presence he proposed to my sister and brother-in-law Mr. S. B. Davis, that they should take the care of her after her birth. After her birth he acknowledged her to me as his own, constantly and at various places. He was very fond of her, and seemed to take pleasure in talking to me about her. When he communicated to me, that he was making his last will, he told me he should acknowledge her in it, as his legitimate daughter. The day before he died, he spoke to me about her with great affection, and as being left his estate in his last will. The day he died he spoke of her with the interest of a dying parent, and as heir of his estate in his last will. She is still living, and is now the wife of William Wallace Whitney.

In reply to the third interrogatory he answers, about fifteen days before Mr. Clark's death, I was present at his house when he handed to Chevalier De la Croix a sealed packet, and told him, that his last will was finished, and was in that sealed packet. About ten days before this, he had told me that it was done. Previous to this, commencing about four months before his death, he had often told me he was making his last will. He said this in conversations to me, on the plantation, and at his house, and I heard him mention this subject at Judge Pitot's. I frequently dined with Mr. Clark at Judge Pitot's on Sundays. The day before he died, he told me that his last will was below in his office room in his little book case. The day he died he mentioned his last will to me.

In reply to the fourth interrogatory he answers, I was present at Mr. Clark's house about fifteen days before his death, when he took from a small black case, a sealed packet, handed it to Chevalier De la Croix, and said, my last will is finished, it is in this sealed packet, with valuable papers. As you consented I have made you in it tutor to my daughter. If any misfortune happens to me, will

you do for her as you promised me? Will you take her at once from Davis, I have given her all my estate in my will, an annuity to my mother, and some legacies to friends, you Pitot and Bellechasse are the executors. About ten days before this, Mr. Clark talking of Myra, said to me that his will was done. Previous to this he often told me commencing about four months before his death, that he was making his last will. In these conversations he told me, that in this will he should acknowledge his daughter Myra as his legitimate daughter and give her all his property. He told me that Chevalier De la Croix had consented to be her tutor in his will, and had promised if he died before doing it, to go at once to the north, and take her from Mr. Davis. That she was to be educated in Europe. He told me that Chevalier De la Croix, Judge Pitot and Colonel Bellechasse were to be executors in this will. Two or three days before his death I came to see Mr. Clark on plantation business. He told me he felt quite ill, I asked him if I should remain with him? He answered that he wished me to. I went to the plantation to set things in order, that I might stay with Mr. Clark, and returned the same day to Mr. Clark, and stayed with him constantly till he died; the day before he died Mr. Clark speaking of his daughter Myra, told me that his last will was in his office room below, in the little black case, that he could die contented as he had insured his estate to her in this will. He mentioned his pleasure that he had made his mother comfortable by an annuity in it, and remembered some friends by legacies. He told me how well satisfied he was, that Chevalier De la Croix, Judge Pitot and Bellechasse were executors in it, and Chevalier De la Croix Myra's tutor. About two hours before his death, Mr. Clark showed strong feelings for said Myra, and told me that he wished his last will to be taken to Chevalier De la Croix, as he was her tutor as well as one of the executors in it; and just afterwards Mr. Clark told Lubin, his confidential servant to be sure to carry his little black case to Chevalier De la Croix. After this, and a very short time before Mr. Clark died, I saw Mr. Relf take a bundle of keys from Mr. Clark's armoire one of which, I believe, opened the little black case. I had seen Mr. Clark open it very often. After taking these keys from the armoire, Mr. Relf went below. When I went below I did not see Mr. Relf, and the office room door was shut. Lubin told me that when Mr. Relf went down with the keys from the armoire, he followed, saw him then on getting down, go into the office room, and that Mr. Relf on going into the office room locked the office room door. Almost Mr. Clark's last words were, that his will must be taken care of on said Myra's account.

In reply to the fifth interrogatory he answers, I was with Mr. Clark when he died, I was by him constantly, for the last two days of his life. About two hours before he died, he spoke of his last will, and his daughter Myra in connection. And almost his last words were about her, and that his will must be taken care of on her account.

In reply to the sixth interrogatory he answers, When after Mr. Clark's death the disappearance of his last will was the subject of conversation; I related what Mr. Clark told me, about his last will in his last sickness. Judge Pitot and Mr. John Lynd told me that they read it not many days before Mr. Clark's last sickness, that its contents corresponded with what Mr. Clark had told me about it. That when they read it, it was finished, was dated and signed by Mr. Clark, was an olographic will, was in Mr. Clark's handwriting. That in it he acknowledged the said Myra as his legitimate daughter, and bequeathed all his estate to her, gave an annuity to his mother, and legacies for some friends. The Chevalier De la Croix was tutor of his daughter said Myra. Chevalier De la Croix, Colonel Bellechasse, Judge Pitot were executors; Judge Pitot and John Lynd are dead. The wife of William Harper told me she read it; Colonel Bellechasse told me that Mr. Clark shewed it to him not many days before his last sickness. That it was then finished, Colonel Bellechasse and the lady who was Madame Harper are living.

In reply to the first cross interrogatory, he answers: My name is Pierre Baron Boisfontaine—my age about fifty-eight; I have been some time in Madisonville; the place of my family abode is near New Orleans, opposite side of the river. I was eight years in the British army. I was several years agent for Mr. Clark's plantations; since his death, I have been engaged in various objects. I now possess a house and lot, and derive my revenue from my slaves, cows, &c. I am in no manner connected with or related to any of the parties of this suit. I have no interest in this suit.

In reply to the second cross interrogatory, he answers: I knew Daniel Clark between nine and ten years; I knew him as the father of Myra Clark; she was born in my house, and was put by Mr. Clark, when a few days old, with my sister and brother-in-law, Samuel B. Davis. I was Mr. Clark's agent for his various plantations: first, the Sligo and the Dessert, then the Houmas and the Homa point; and when he died, of the one he purchased of Stephen Henderson. He respected our misfortunes, knowing that our family was rich, and of high standing, in St. Domingo before the revolution. The mother of Myra Clark was a lady of the Carriere family; not being present at any marriage, I can only declare it as my belief, Mr. Clark was her husband. To answer this question in detail, as is demanded, it is necessary that I state what was communicated to me. It was represented to me that this lady married Mr. De Grange in good faith, but it was found out, some time afterwards, that he already had a living wife, when the lady née Carriere separated from him. Mr. Clark, some time after this, married her at the north. When the time arrived for it to be made public, interested persons had produced a false state of things between them; and this lady being in Philadelphia, and Mr. Clark not there, was persuaded, by a lawyer employed, that her marriage with Mr. Clark was invalid; which believing, she

married Monsieur Gardette. Some time afterwards, Mr. Clark lamented to me that this barrier to making his marriage public had been erected. He spoke to me of his daugter, Myra Clark, from the first, as legitimate; and when he made known to me that he was making his last will, he said to me, he should declare her in it as his legitimate daughter. From the above, I believe there was a marriage.

In reply to the third cross interrogatory, he answers: Mr. Clark made no question on this subject before and after her birth; and as long as he lived, he exercised the authority of a parent over her destiny. He was a very fond parent. He sustained the house of Mr. Davis and Harper, because my sister had her in care, and Mrs. Harper suckled her. He sustained Harper as long as he lived, and conferred great benefits on my brother-in-law. He spoke of her mother with great respect, and frequently told me, after her marriage with Monsieur Gardette, that he would have made his marriage with her public, if that barrier had not been made. He frequently lamented to me that this barrier had been made, but that she was blameless. He said he would never give Myra a step-mother. When, in 1813, he communicated to me that he was making his last will for her, he showed great sensibility as to her being declared legitimate in it. While I was with him, in his death sickness, and even at the moment he expired, he was in perfect possession of his senses, and no parent could have manifested greater affection than he did for her at that periad. Nearly his last words were about her, and that his will must be taken care of on her account- She, the said Myra, is the only child Mr. Clark ever acknowledged to me as his. She was born in July, 1805, eighteen hundred and five.

In reply to the fourth cross interrogatory, he answers: I was a friend, of that confidential character, from the time of said Myra's birth. Mr. Clark treated me as a confidential friend in matters relating to her and to his affairs generally. In reply to the fourth interrogatory, I have stated what I know concerning Mr. Clark's last will. My recollection of these facts is distinct. The circumstances connected with them are of such a character, that my recollection of them could not easily be impaired.

Signed, P. BARON BOISFONTAINE.

Which answers being reduced to writing, were signed by the said witness in my presence, being first sworn to.

In testimony whereof, I have hereunto affixed my hand and [L. S.] private seal, at the parish of St. Tammany, in the State of Louisiana, this 29th day of May, one thousand eight hundred and thirty-five.

Signed, DAVID B. MORGAN,
Justice of the Peace.

IN THE COURT OF PROBATES, *in and for the Parish and City of New Orleans.*

Wednesday, 22d July, 1835.

WM. W. WHITNEY & WIFE *vs.* ELEANOR O'BEARN *et als.* } No. 843.

Present: The Honorable J. F. Cannege, Judge.

On motion of C. Roselius, Esquire, of counsel for the plaintiffs in this case, and, upon filing two affidavits of W. W. Whitney, one of said plaintiffs, it is ordered by the court that four commissions issue in this case: one directed to the mayor of the city of New York, one to the mayor of Philadelphia, one to the mayor of Washington City, District of Columbia, and the other to Louis Arbean Caillait, Esquire, justice of the peace, Hancock county, State of Mississippi, to take the testimony of witnesses residing in those places, to be read in evidence on the trial of this cause.

IN THE COURT OF PROBATES.

WM. W. WHITNEY & WIFE *vs.* E. O'BEARN *et als.*

William W. Whitney being duly sworn, deposes and says, that Edward Livingston, Esq., and Mrs. Edward Livingston are, as witnesses believes, material witnesses in the above case, without the benefit of whose testimony the plaintiffs cannot safely go to trial; that said witnesses reside out of the State in the city of Washington or the city of New York; and that it is necessary to issue commissions to said places to take their testimony; and that this affidavit is not made for delay but merely to have justice done.

Signed WM. WALLACE WHITNEY.

Sworn to and subscribed before me this 22d July, 1835.

Signed J. BLOSSMAN, *D'y Reg'r of Wills.*

Filed, 22d July, 1835.

Signed J. BLOSSMAN, *D'y Reg'r of Wills.*

IN THE COURT OF PROBATES.

WM. W. WHITNEY & WIFE *vs.* E. O'BEARN *et als.*

William W. Whitney being duly sworn, deposes and says, that Samuel B. Davis, residing in Philadelphia in the State of Pennsylvania, is a material witness for the plaintiffs, without the benefit of

whose testimony they cannot safely go to trial; that said witness resides out of the State as aforesaid, and it is necessary to issue a commission to obtain his testimony; that his affidavit is not made for delay but merely to have justice done.

Signed WM. WALLACE WHITNEY.

Sworn to and subscribed before me this 22d July, 1835.

Signed J. BLOSSMAN,
D'y Reg'r of Wills.

COURT OF PROBATES.

W. W. WHITNEY and MYRA WHITNEY his wife,
vs.
ELEANOR O'BEARN et als.

The supplemental petition of W. W. Whitney and Myra his wife, filed by leave of the court first had and obtained, respectfully sheweth, That your petitioners on or about the day of in the year filed in this honorable court, their original petition against the above defendants, to which your petitioners refer for the facts therein stated. Your petitioners state that among other things it is there alledged that on or about the day of in the year 1813, the said Daniel Clark therein named, made an olographic will, which said will was the last will and testament of the said Daniel Clark. That the said will was left by the said Clark among his papers at his decease, and that the same has not been produced, but is either lost or mislaid or has been destroyed. Your petitioners pray that except so far as the said petition asks that the devisees of Mary Clark therein named, may be made parties to this suit, and that a curator be appointed to represent them, and that Messrs. Relf and Chew be cited to answer the petition, and to produce the aforesaid olographic will at the trial of this cause, the said petition may be amended by discontinuing the prayer therein contained, except so much of said prayer, as asks for a revocation of the will of 1811 therein mentioned, and that the said olographic will of the said Daniel Clark before referred to, as the last will of the said Clark, may be admitted to probate upon the proofs exhibited in this cause, and that your honor may do in the premises whatever is consistent with equity and justice, and your petitioners will ever pray.

Signed WM. M. WORTHINGTON,
for plaintiffs.

Let this supplemental petition be filed and notified to the defendants. New Orleans, 9th December, 1835.

Signed CHARLES MAURIAN,
Judge.

Filed, 9th December, 1835.
Signed J. BLOSSMAN,
Dy. Reg. of Wills.

Service acknowledged for all the defendants. 11th December, 1835.
Signed, L. C. DUNCAN.

IN THE COURT OF PROBATES,
in and for the Parish and City of New Orleans.
WEDNESDAY 23d December, 1835.

Present: The honorable Charles Maurin, Judge.

W. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN et als. } No. 843.

On motion of W. M. Worthington, Esquire, of counsel for the plaintiffs, it is ordered by the court, that this case be set for trial for Monday the 11th January next, 1836, at 9 A. M.

Supplemental Answer.

IN THE PROBATE COURT,
In and for the City and Parish of New Orleans, State of Louisiana.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN, and *als.* } No. 843.

Into the said court, by their curator ad hoc and attorney at law, came the defendants herein, and under leave of court in this behalf first obtained, exhibit this their supplemental answer to the petition of the plaintiffs herein; and after reiterating all the matters of the defence heretofore set up by them in this case, say, that the plaintiff Myra C. Whitney, hath no right to institute this suit nor any such claim as she pretends therein, alledging that she is the legitimate daughter of Daniel Clark, named in the petition herein, because as these defendants say, if the said Myra be the daughter of said Clarke, which the respondents expressly deny, she is an adulterous bastard child of said Clarke, and hath no such claims as she pretends nor any right to have or maintain this present suit. And the respondents further say, that said Myra has already received from the estate of said Clark, more than in law she could legally receive from said estate.

And for answer to the supplemental petition filed herein by the said plaintiffs, that respondents deny the matters therein prayed

for by said plaintiffs, and finally, the respondents pray to have dismissed with their costs, and as in duty bound will ever pray.

Signed by their curator ad hoc and attorney at law.

L. C. DUNCAN.

Let this supplemental answer be filed as prayed for.

New Orleans, 2d January, 1836.

Signed CHARLES MAURIAN, *Judge*.

COURT OF PROBATES,

The State of Louisiana.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN, *et als.* } No. 843.

To Thomas P. Barton, Esq., Secretary of American Legation, and Daniel Brent, Esq., Consul of the United States at Paris, in France, or either of them, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents give unto your authority, diligently to examine all witnesses whatever, as well on the part of the plaintiff as on the defendant, in a certain suit now pending in our said court, in which William W. Whitney and Myra C. Whitney, are plaintiffs, and Eleanor O'Bearn and others are defendants. Therefore, we desire you, that at certain times and places by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart, upon their respective corporal oaths first taken before you upon the Holy Evangelists, that you reduce their examinations to writing; and when you shall so have taken them, that you send the same with this commission, closed up under your seal, to us in our said court at the city of New Orleans, without delay.

Witnesseth the honorable Charles Maurian, judge of our said court, this twentieth day of January, in the year of our Lord one thousand eight hundred and thirty-five, and in the fifty-ninth year of the Independence of the United States.

The name of "Charles Maurian," interlined and substituted in lieu of "James Pitot," deceased.

Signed W. F. C. DUPLESSIS,
Register of Wills.

The execution of the within commission will appear from the certificate hereunto annexed, for which I have received from the defendants the sum of (frs. 25,00 ⋈ 10.00 =) twenty-five francs and sixty centimes.

Paris, September 25, 1835.

Signed DANIEL BRENT.

Opened and filed, 28th December, 1835.

Signed J. BLOSSMAN,
D. Register of Wills.

IN THE PROBATE COURT,
And for the Parish and City of New Orleans.

WM. W. WHITNEY and MYRA C. WHITNEY, *vs.* ELEANOR O'BEARN and others. } No. 843.

Interrogatories propounded by and on behalf of the above named defendants, and by virtue of the annexed commission, to be answered under oath by Chevalier Dusuau De la Croix, of the city of New Orleans, but now in the city of Paris, in the kingdom of France; and which together with the answers thereto to be made by said witness, the said defendants intend to offer and read in evidence on the trial of the above entitled cause.

1st. Will you be pleased to state your name, age, residence, and whether you are acquainted with the parties in the above entitled cause. If aye, how long have you been so acquainted with them and with each of them?

2d. Will you be pleased to state whether or not you were acquainted with Daniel Clark, late of the city of New Orleans, Louisiana, who departed this life in the month of August, 1813? If aye, state if you please, whether or not your acquaintance extended to terms of friendly intimacy, and how long were you so acquainted with him previous to his death?

3d. Will you be pleased to state, whether or not, said Clark was ever married? and if you do not know this fact of your own knowledge, state if you have ever heard said Clark mention whether he had or not?

4th. State if you please, whether or not, you ever heard said Clark, during his life time, acknowledge himself to be the father of any children? If aye, what were their respective names, sex, and probable ages?

5th. Will you be pleased to state, if you know, whether said Clark during his life time made provision for the maintenance and education of any of his said supposed children? If aye, which ones? What were their names? And to what extent did he make such provision to your knowledge, or from what you have heard said Clark say?

6th. Will you be pleased to state whether or not, you ever heard said Clark, previous to his death, speak of his intention of making a will, for the disposition of his property? And whether he did, or did not, suggest to you his intention of mentioning you his testamentary executor? If aye, state if you were, or not, surprised,

after the death of Clark, that said supposed will was not found? If nay, state why you were not surprised.

7th. Will you have the goodness to state whether or not, during said Clark's life time; and about the same time when he had mentioned his intention of appointing you his testamentary executor, you repeatedly heard from other persons that Clark had told them the same thing in reference to themselves?

8th. Do you know of any other fact or circumstance which you have not already stated in answer to some one of the foregoing interrogatories; and which you suppose may be of service to the above named defendants? If aye, will you be pleased to state the same as fully and particularly as if you had been thereunto specially interrogated?

Signed L. C. DUNCAN,
Attorney and Curator ad Hoc for Defendants.

As I protest against the commission in this case, I have no questions.

Signed WM. M. WORTHINGTON,
For Plaintiffs.

CONSULATE OF THE UNITED STATES OF AMERICA, PARIS.

To the Honorable the Court of Probates, in and for the city and Parish of New Orleans, in the State of Louisiana.

The undersigned, Daniel Brent, Consul of the United States, at Paris, in France, one of the persons named in, and to whom the annexed commission from your honorable court is addressed, hereby certifies, that on this 28th day of September, A. D. 1835, and of American Independence the 60th year, in the city of Paris, he caused to come before him Francois Du Suau de la Croix, Esq., now a resident of Paris, to answer the interrogatories propounded to him, in a suit pending in your honorable court, in which Wm. W. Whitney and Myra C. Whitney are plaintiffs, and Eleanor O'Bearn and others, are defendants; and which interrogatories are attached to the aforesaid commission; and that, after having first sworn the said Francois Du Suau de la Croix on the Holy Evangelists, to make answer truly, the whole truth and nothing but the truth, touching each and every of the said interrogatories, he answers as follows:

To the 1st interrogatory: my name is Francois Du Suau de la Croix. I am fifty-eight years old, and reside ordinarily at New Orleans, but am now living at Paris, Rue de Bourbon, No. 43. I have seen William W. Whitney and Myra C. Whitney, at New Orleans, but I do not know Eleanor O'Bearn; and, not knowing who are comprehended in the term "others," I cannot say whether I am acquainted with them or not.

To the second interrogatory: I was intimately acquainted with Mr. Daniel Clark, late of the city of New Orleans, Louisiana, from the year one thousand seven hundred and ninety-five, or there abouts, until the time of his death.

To the third interrogatory: I never knew that Mr. Clark was married, nor have I ever heard him, or any one else say that he was married.

To the fourth interrogatory: Mr. Clark told me that he had one natural child, which was a daughter, named Myra. I cannot precisely say what her age was, but she was about four or five years old when I saw her, a long time before Mr. Clark's death.

To the fifth interrogatory: I remember that Mr. Clark, some years before his death, transferred to me some property, with the verbal request, that I should put his natural daughter Myra, in possession of it after his death, which I accordingly did, some years since, by a public act at New Orleans. I am not aware of his having made any other provison for the maintenance and education of the said daughter.

To the sixth interrogatory: Several months before his death, Mr. Clark came on my plantation, and told me that his intention was to make a will, and that he came to ask my consent to become his testamentary executor. I, at first, refused my consent, but Mr. Clark having insisted on it, I did not feel authorized to presist in the refusal, on account of the intimate friendship that existed between us. Mr. Clark also asked my consent to become the tutor of said child, Myra, and told me that his intention was to leave her a fortune sufficient to efface, if possible, the dishonor of her birth. After the death of Mr. Clark, the will, which he had manifested to me the desire to make, was not to be found, and from what he told me before, I was certainly surprised at this.

To the seventh interrogatory: I recollect perfectly well that after his death, several persons told me that Mr. Clark had asked them also to become his testamentary executors.

To the eighth interrogatory: I know nothing else useful to the defendants, but I may remark, that my private opinion is, that Mr. Clark was never married, and I am the more confident in entertaining this opinion, as Mr. Clark, with whom I was very intimate, would not have concealed from me this circumstatce when he had the before mentioned conversation with me on my plantation, and he would not then have called his daugther a natural child. I ought to add, that I never had knowledge of any circumstance which could induce Mr. Clark to contract a secret marriage.

Signed DU SUAU DE LA CROIX.

Sworn to before me, this 28th day of September, 1835.

Signed DANIEL BRENT,
Commisssioner U. S. Consul.

And there being no cross interrogatories propounded by the plaintiffs, I certify that I caused the said Francois Du Suau de le

Croix to sign his answers to the eight interrogatories propounded by the defendants, and I further certify that the same were received and reduced to writing by me, at my office in Paris on the day and year first before written.

In testimony whereof, I have hereunto set my hand, and [L. S.] the seal of the United States Consulate and agency of claims at Paris.

Signed DANIEL BRENT,
Commissioner and U. S. Consul.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

SATURDAY, 23*d January*, 1836.

WM. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN and als. } No. 843.

Present: The honorable Charles Maurian, Judge.

On motion of C. Roselius, Esquire, of counsel for the plaintiffs, it is ordered by the court, that Richard Relf and Beverly Chew, Esquires, late testamentary executors of a will of the late Daniel Clark, shew cause on Saturday next, the 30th instant, at 9 o'clock, A. M., why they should not bring into court and deposit all the papers, books and documents which may have come into their hands as executors aforesaid, in order to enable the plaintiffs to make search for the last will and testament of the late Daniel Clark, and for other papers and documents relative thereto.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

SATURDAY, *January* 30*th*, 1836.

WM. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN and als. } No. 843.

Present: The honorable Charles Maurian, Judge.

The rule taken herein on the 23d instant, by the counsel of plaintiffs, was called up for argument, and there being other business before the court, the same could not be proceeded with, when, on motion of C. Roselius, Esq., plaintiffs' attorney, ordered that said rule of the 23d instant, be enlarged until Saturday next, the 6th of February, at 9, A. M.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

TUESDAY, 9*th February*, 1836.

WM. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN and als. } No. 843.

Present: The honorable Charles Maurian, Judge.

On motion of C. Roselius, Esquire, of counsel for the plaintiffs, it is ordered by the court, that Richard Relf and Beverly Chew, Esquires, late testamentary executors of a will of the late Daniel Clark, show cause, on Monday next, the 15th instant, at 9 o'clock, A. M., why they should not bring into court and deposit all the papers, books and documents which may have come into their hands as executors aforesaid, in order to enable the plaintiffs to make search for the last will and testament of the late Daniel Clark, and for other papers and documents relative thereto.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

MONDAY, 15*th February*, 1836.

WM. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN and als. } No. 843.

Present: The honorable Charles Maurian, Judge.

Came regularly on for argument the rule taken herein, on the 9th instant, by C. Roselius, on behalf of the plaintiffs.

C. ROSELIUS,
For Plaintiffs.
L. C. DUNCAN,
For Defendants.

When, after hearing argument, it is ordered by the court, that said rule be confirmed and made absolute, and that Beverly Chew and Richard Relf, Esquires, bring into court and deposit all the papers, books and documents which may have come into their hands as executors of a will of the late Daniel Clark, in order to enable the plaintiffs to make search for the last will and testament of the said Clark, and for other papers and documents relative thereto.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

MONDAY, *7th March*, 1836.

WM. W. WHITNEY and Wife
vs.
ELEANOR O'BEARN, and als. } No. 843.

Present: The Hon. Charles Maurian, Judge.

On motion of C. Roselius, Esquire, attorney for the plaintiffs, it is ordered, that Messrs. Richard Relf and Beverly Chew shew cause, on Friday next, the 11th instant, at nine o'clock, A. M., why they should not comply with the order of this court directing them to bring into court the books and papers in their hands as executors of a will of Daniel Clark, and in default of so doing, why a writ of distringas should not issue against them.

IN THE COURT OF PROBATES,
For the Parish and City of New Orleans.

WM. W. WHITNEY and MYRA C. WHITNEY, his Wife,
vs.
ELEANOR O'BEARN, and others.

Parish and City of New Orleans, &c.

William W. Whitney, one of the plaintiffs, being duly sworn, says: That Madam Louisa Bingerelle, M. Louis Louaillier, and Madame Carriere, residing in the parish of St. Landry, in the county of Opelousas, and State of Louisiana; Madame Caillarit, residing at Beloxi, in Hancock county, in the State of Mississippi; Doctor John Sibley, residing at Natchitoches, in the State of Louisiana, and Madam Lassabe, and Colonel Joseph Deville Degoutin Bellechasse, residing at or near Matanzas, in the island of Cuba, are material and important witnesses, and each of them is a material witness for the said plaintiffs in this cause, without the benefit of whose testimony the said plaintiffs cannot safely proceed to trial in said cause; and that it is necessary that commissions do issue from this honorable court to fit and proper persons residing or being at the said places of residence of the said witnesses, respectively, to take the testimony of the said witnesses. And this deponent further says, that this application is not made for delay or any other improper purpose, but solely that justice may be done. And this deponent also says, that he would have made applications for the said commissions at an earlier day, if he had known that the testimony of the said witnesses would be necessary for the plaintiffs in

this cause; that this deponent caused the petition of the said plaintiffs filed in this cause to be amended in the month of December, 1835, with a view to confine the inquiry before this court to the single point of the making and the existence, at the death of Daniel Clark, of the will alleged by the said plaintiffs, in their said petition, to have been made by Daniel Clark in 1813; that this deponent was informed and believed that no answer had been made in this suit by the defendants, or by any one for them, to the said amended petition; and that the said inquiry would be confined to the said point of the making and the existence of the said will of 1813 at the death of the said Daniel Clark; that this deponent was informed by his attorney that no other testimony would be necessary for the plaintiffs on the trial of this cause upon the said amended petition than such as went to establish the said point of the making and the existence of the said will of 1813 at the death of said Daniel Clark; and that this deponent did therefore believe, as he reasonably ought, that no other testimony would be necessary, and the said plaintiffs omitted, in consequence, to procure the testimony which they now desire to obtain from the abovenamed witnesses; that it was not until after the above cause was set down for trial, and on or about the 26th day of April last past, that this deponent, upon examining the papers on file in this cause, ascertained, for the first time, that an answer to the said amended petition had been made and filed on the part of the said defendants, and that it was alleged, in substance, in the said answer so filed to the said amended petition, that if Myra C. Whitney, one of the above plaintiffs, was the child of Daniel Clark, she was an adulterous bastard child of said Daniel Clark, and had no right to have or maintain this present suit. This deponent further says, that the said allegation so made as aforesaid in the answer of the said defendants, respecting the said Myra C. Whitney, is a foul and malicious falsehood, and that the said plaintiffs will be able to prove it to be such by the testimony of the abovenamed witnesses.

This deponent further says, that from the nature of said answer, and the allegation aforesaid contained therein, and from other sources of information, he has reason to believe, and does verily believe that the principal, if not the only point on which the said defendants intend to rely upon the trial of this cause, will be an attempt upon their part to show that Zulime Carriere, mother of the said Myra C. Whitney, one of the above plaintiffs, had another lawful husband, to wit, one Jerome De Grange, living at the time when she married the said Daniel Clark, and became the mother, by the said Daniel Clark, of the said Myra; but this deponent says that the said plaintiffs can abundantly prove by the said witnesses, that the said De Grange never was the lawful husband of the said Zulienne Carriere; that if the said De Grange was at any time married to the said Zulienne Carriere previous to the marriage of the said Zulienne Carriere with the said Daniel Clark, such marriage between the said De Grange and the said Zulienne Carriere was

wholly null and void, *at initio*, because the said De Grange was a married man, and had a wife still living, before and at the time when he married (if at all) the said Zulienne Carriere; which the said plaintiffs will be able to prove, as aforesaid, by the said witnesses. And further this deponent saith, that, to the best of this deponent's information and belief, the said plaintiffs cannot, by any other evidence within their reach, sufficiently prove the facts which they expect to establish by the testimony of the above witnesses, and that this deponent would have procured the testimony of the above witnesses before the cause had been set for trial, if he had any cause to suppose that the fact of the legitimacy of the said Myra would be brought into question upon the trial of this cause, but that he is now informed, and believes that in the present state of the pleadings the said plaintiffs cannot safely proceed to trial without the testimony of the said witnesses. And this deponent also says, that, on the morning of the 28th day of April last, this deponent was in the said court of probates, and intended to have the cause set down for trial for a day sufficiently distant to enable the said plaintiffs to procure the testimony which this deponent had so lately ascertained might be indispensably necessary for the said plaintiffs on the said trial, but before this deponent had an opportunity to do so, Lucius C. Duncan, Esq., attorney for said defendants, unexpectedly, and without the consent or approbation of this deponent, or, as this deponent believes, of any of the said plaintiffs counsel, set the cause down for the 5th day of May instant. This deponent hoped, however, that under the circumstances, the said defendants would consent that the said commissions should issue; and accordingly one of this deponent's counsel applied to the said Lucius C. Duncan for such consent, but he wholly refused to give it, and the said plaintiffs are therefore compelled to make the present application to the said court for relief; as otherwise said plaintiffs would be remediless in the premises, if forced to try their cause without the testimony of the said witnesses.

Signed, WM. WALLACE WHITNEY.

Sworn to, and subscribed before me, New Orleans, 3d May 1836.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

Filed 3d May, 1836.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

IN THE COURT OF PROBATES,

For the Parish and City of New Orleans.

WM. W. WHITNEY, & WIFE,
vs.
ELEANOR O'BEARN, and others.

William W. Whitney, one of the above plaintiffs, being duly sworn, says, that if the commissions are granted by the above

court which are mentioned in the foregoing affidavit, the testimony of the witnesses named in the said foregoing affidavit can be taken upon said commissions, and returned to this honorable court within a reasonable time.

Signed WM. WALLACE WHITNEY.

Sworn to, and subscribed before me, this 4th May, 1836.

Signed J. BLOSSMAN,
Dep. Reg. of Wills.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

WEDNESDAY, *4th May*, 1836.

WM. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN and others. } No. 843.

Present: The honorable J. Bermudez, Judge.

On motion of James W. White, of counsel for the plaintiffs, and upon filing an affidavit of said plaintiff, W. W. Whitney, it is ordered by the court that Richard Relf and Beverly Chew, esquires, bring into court and deposit all the papers, books, and documents which may have come into their hands as executors of a will of the late Daniel Clark, in order to enable the plaintiffs to make search for the last will and testament of the said Clark, and for other papers, and documents relative thereto. Ordered further, that a copy of said affidavit be served upon said R. Relf and B. Chew, and that they produce the required papers and documents to-morrow, the 5th instant, at 11 o'clock, A. M., the day and hour at which this cause is fixed for trial.

WM. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN, and als. } No. 843.

On motion of James W. White, esquire, of counsel for the plaintiffs, and upon filing an affidavit of W. W. Whitney, one of the said plaintiffs, it is ordered by the court that four commissions issue in this case, one directed to Michael Perrault, Robert Taylor, and James Morgan, or any one of them, justices of the peace of the parish of St. Landry, county of Opelousas, Louisiana; one to Louis Arbon Caillavit, justice of the peace, Beloxi, Hancock county, Mississippi; one to Lewis Shoemaker, U. S. consul at Matanzas, Cuba, or in his absence to the vice-consul of the United States at Matanzas, Cuba; and the other directed to Sylvester C. Bossier, James W. Simms, John Murrell, Charles A. Bullard, and William Robertson, or to any one of them, justices of the peace, Natchitoches, State of Louisiana, to take the depositions of witnesses residing in those places, to be read in evidence in the trial of this suit.

IN THE COURT OF PROBATES, *for the Parish and City of New Orleans.*

WM. W. WHITNEY and MYRA C. WHITNEY his wife,
vs.
RICHARD RELF and BEVERLY CHEW, ELEANOR O'BEARN and others.

PARISH AND CITY OF NEW ORLEANS, *ss.*

William W. Whitney, one of the above plaintiffs, being duly sworn, says that Richard Relf and Beverly Chew, two of the above defendants, have not, as this deponent has reason to believe, and does verily believe, from an examination of the papers deposited in court by said Relf and Chew, complied with the requirement of the order, heretofore granted by this honorable court, commanding the said Relf and Chew to deposit in court, for the examination of the above plaintiffs, all the papers, books, and documents belonging to the late Daniel Clark, which came into their hands as executors of the will alleged to have been made by the said Daniel Clark in 1811; that this deponent verily believes that if all the said books, papers and documents were brought into court, important evidence for the said plaintiffs can be obtained; that in a letter purporting to have been, and which this deponent verily believes was, written by the said Richard Relf, it is stated that the will of 1811 was found amongst said Daniel Clark's private papers; that the said private papers have not, as this deponent verily believes, been produced by the said Relf or Chew, and that the said non-production of the said private papers can be proved by reference to the process-verbal relating to the sealing of the papers &c. of said Daniel Clark, and to the said letter of said Richard Relf; and this deponent further says that the said defendant's attorney set down the said cause for trial before the said defendants had complied with said order to produce the said papers.

Signed WM. WALLACE WHITNEY.

Sworn to and subscribed before me, this 4th May, 1836.
Signed J. BLOSSMAN,
Deputy Register of Wills.

Filed May 4th, 1836.
Signed J. BLOSSMAN,
Deputy Register of Wills.

IN THE PROBATE COURT, *in and for the Parish and City of New Orleans.*

W. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN and als.
No. 843.

Beverly Chew, being duly sworn, saith that at the period of the death of Mr. Daniel Clark, whose will is the subject of controversy

in this suit, he was absent from the State of Louisiana, and returning the following winter to New Orleans, he was qualified on the 21st of January, 1814, in this court as one of the executors of the will of Mr. Clark, which had been admitted to probate, in this court, in the month of August previous; and which deponent verily believes was the only will Mr. Clark ever made, or to which he intended to give effect. The immediate management of the business of Mr. Clark's estate devolved upon Mr. Richard Relf to co-executor of deponent, who continued to give him the assistance in his endeavors to settle said estate, until deponent's appointment to the office as collector of this port in 1817, since which period Mr. Relf has had the entire charge and management of the same, and has had in his possession all the books, papers, and documents of every description, pertaining to the same; and deponent, in consequence, has no books, papers or documents of any kind relating to the said estate, and which he can or might file in this court, in obedience to the orders of the honorable the judge thereof.

Signed BEV. CHEW.

Sworn to and subscribed before me, in open court, this 5th May, 1836.

Signed W. F. C. DUPLESSIS.
Register of Wills.

Same
vs. } Same Court.
Same.

Richard Relf, being duly sworn, saith that in obedience to the orders of the honorable the judge of this court, he deposited several weeks since, to wit, on the 16th of the month of March last, in this court, all the books, papers, letters and documents in his possession, or under his control, of every description, which came into his hands as executor of Mr. Daniel Clark, whose will is the subject of controversy in this suit. Deponent adds that he does not know of any other books, papers, letters or documents relating to the estate of Mr. Clark, than those which he has already deposited in this court; and that the private papers alluded to in the affidavit of the plaintiff, W. W. Whitney, in this case, under date of the 4th instant, are those lately deposited by this deponent in this court, and are those mentioned in the inventory, as found contained in a small black trunk, marked A to Z, and A A to Z Z, and A A A to T T T.

Signed RICHARD RELF.

Sworn to and subscribed before me, in open court, this 5th May, 1836.

Signed W. F. C. DUPLESSIS,
Register of Wills.

Filed 5th May, 1836.

Signed W. F. C. DUPLESSIS,
Register of Wills.

IN THE COURT OF PROBATES, *for the Parish and City of New Orleans.*

WILLIAM W. WHITNEY and MYRA C. WHITNEY his wife
vs.
ELEANOR O'BEARN and als.

Answer of J. W. White, filed June 6th, 1836.

And the said plaintiffs in this cause, by James W. White, their attorney, come into the said court, and for answer to the order to this honorable court, requiring them to shew cause why a fee of $1,000 should not be allowed to Lucius C. Duncan, for services rendered by him as curator ad hoc for the absent defendants in this suit, say that there is no law of the State of Louisiana providing for the services of a curator ad hoc, appointed by any court, to defend the interests and rights of any absent defendants or defendant, or requiring that the plaintiffs or plaintiff in any suit should in any case pay for the services of such curator, and that this honorable court cannot feel itself justified in legislating on such a subject, by requiring any party before it to pay a money demand, either in the form of costs or otherwise, which the law does not require such party to pay. And the said plaintiffs further say that the appointment of a curator ad hoc to defend the rights and interests of any absent defendant or defendants, is made wholly for the benefit of such defendant or defendants, and that it would therefore be unreasonable, unjust, illegal, and contrary to the express and declared judgments and decisions of the Supreme Court of Louisiana, made in such cases, to require or adjudge the plaintiffs in this cause to pay for the services of the curator ad hoc for the absent defendants in said cause. That if the said curator has any legal claim for compensation for his services in this suit, that those services were rendered to said absent defendants, and not the said plaintiffs, and that such claim exists therefore not against said plaintiffs, but against said absent defendants. And the said plaintiffs further answer, that the said Lucius C. Duncan was also the attorney of Richard Relf and Beverly Chew, two of the defendants in this suit; and that he also declared himself, in open court, on June 2d, 1836, to be the attorney and representative of the said absent defendants in said suit, and to have received an appointment as such from said absent defendants. And the said plaintiffs pray that in consideration of the premises the said rule or order may be discharged, and that they may be dismissed with their costs, and for such other relief as may be equitable.

Signed JAMES W. WHITE,
Atty. for Plaintiffs.

IN THE COURT OF PROBATES, *in and for the Parish and City of New Orleans.*

Monday, 23d May, 1836.

WHITNEY and wife *vs.* ELEANOR O'BEARN & als. } No. 843.

Present: The Hon. J. Bermudez, Judge.

On motion of James W. White, attorney for plaintiffs, it is ordered that Messrs. Richard Relf and Beverly Chew shew cause on Friday, the 27th instant, at 10 o'clock in the morning, why they should not bring into and deposit in court, all the books, papers, and documents, which may have come into their hands as executors of a will of the late Daniel Clark, in compliance with an order from this court heretofore obtained against them by the said plaintiffs, and why they should not verify their compliance with said order by their affidavits, and in default of so doing, why a writ of destringas should not issue against them.

Filed, May 24th, 1836.

J. BLOSSMAN,
Dy. Register of Wills.

IN THE COURT OF PROBATES,
For the Parish and City of New Orleans.

WM. W. WHITNEY and MYRA C. WHITNEY, his wife, *vs.* ELEANOR O'BEARN and others.

William Wallace Whitney, one of the above plaintiffs, being duly sworn, says, that the above suit is brought to establish the last will of the late Daniel Clark, of New Orleans, made in the year 1813, and in by which the said Myra, one of the above plaintiffs, was made the sole heiress of the said Daniel Clark, that the said Myra is also the legitimate child of the said Daniel Clark, and was acknowledged and declared to be such by the said Daniel Clark in his last will of 1813; and this deponent further says, that he has received information, and verily believes, as well from said information, as from his examination of the records of this honorable court, and the depositions already taken in this cause, that immediately at or about the moment of the decease of the said Daniel Clark, the said will of 1813 was in existence unrevoked amongst his the said Daniel Clark's papers and effects, and that it was the dying intention and declared wish of the said Daniel Clark that it should remain after his decease rated and effectual as his last will; that from the same sources of information, and from said examination of the records

of this court, and said depositions, this deponent has good reason to, and does, verily believe that papers and documents proving the legitimacy of the said Myra were left by the said Daniel Clark at his decease amongst his said papers and effects; that upon the death of the said Daniel Clark, all the books, papers and documents and effects of the said Clark came into the hands of Richard Relf, one of the defendants in this suit, and subsequently, as this deponent believes, into the hands also of Beverly Chew, another of the defendants; and that the said books, papers, documents and effects have not been, at any time, since the decease of the said Clark wholly surrendered or faithfully accounted for by the said Relf and Chew or either of them. This deponent further says, that if all of the books, papers and documents of the said Daniel Clark, which came into the hands or control of the said Relf and Chew, or of the said Relf, were produced and deposited in court for the examination of the above plaintiffs, the said last will of 1813, and the papers and documents proving the legitimacy of the said Myra would be discovered, and the said plaintiffs would thereby be able to make ample proof of the validity of the claims and rights of the said Myra to the estate of the said Daniel Clark. And further, this deponent says that it would be necessary that the said books, papers and documents should be produced and deposited in court for the examination of said plaintiffs some days before the day set for the trial of this cause, in order to afford the said plaintiffs a reasonable time to make search for the said will and other papers and documents proving the right of the said Myra.

Signed, WM. WALLACE WHITNEY.

Sworn to and subscribed before me, this 24th day of May, 1836.

Signed J. BLOSSMAN,
D. Register of Wills.

IN THE COURT OF PROBATES, *in and for the Parish and City of New Orleans.*

Friday, 27th May, 1836.

WM. W. WHITNEY and wife
vs.
ELEANOR O'BEARN & als. } No. 843.

Present: The Hon. J. Bermudez, Judge.

Came on this day for argument the rule taken herein on the 23d inst.

WHITE & GRYMES,
For Pl'ffs.
L. C. DUNCAN,
For Deft's.

When after hearing argument of counsel ordered that the said rule of the 23d be discharged at plaintiffs' costs.

IN THE COURT OF PROBATES, *in and for the Parish and City of New Orleans.*

Saturday. 28th May, 1836.

Present: The Hon. J. Bermudez, Judge.

WILLIAM W. WHITNEY and MYRA C. WHITNEY, his wife *vs.* ELEANOR O'BEARN et als. } No. 843.

On motion of James W. White, attorney for the above plaintiffs, it is ordered that Richard Relf and Beverly Chew, defendants in this suit, shew cause on Tuesday, the 31st day of May, 1836, at 10 o'clock, A. M., why they should not produce and deposit in court under oath, in compliance with a former order of this court, made in this cause, the books, papers and other writings relating to the succession of the late Daniel Clark, of New Orleans, which came to their hands as executors of a will of the said Daniel Clark, and a list of which is hereunto annexed; and also why they should not produce and deposit in court certain private papers of the said Clark, amongst which the said Richard Relf has alleged that the will of the said Daniel Clark, of which he was appointed an executor was found.

List of books, documents, papers, &c., relating to the succession of Daniel Clark, and which came to the hands of Richard Relf and Beverly Chew, as executors of a will of said Clark and which are not yet deposited in court, and which are referred to in the foregoing order.

1. A note made by John Lynd in favor of said Daniel Clark for $4,461, dated April 10th, 1813, payable in four months, and inventoried under letter A. No. 1.	$4,461 00
2. A note for $500 in favor of said Daniel Clark by Marice, empowered by his wife, by act before Broutin, Notary Public, dated July 3d, 1813, and payable in Dec. 1813, and inventoried under letter C. No. 3. -	500 00
3. A note for $100, in favor of said Daniel Clark by L. Boisdore, dated April 14th, 1810, payable at will, inventoried under letter E. No. 5. - - -	100 00
4. A note for $100, in favor of Daniel Clark by Abraham Arcenaux, dated, Feb. 3d, 1813, payable at will, and inventoried under the letter H. No. 8. - -	100 00
5. A note for $6,557 92 in favor of William Brooks, by Ferdinand L. Claiborn, dated 18th November, 1811, payable February 1st, 1813, endorsed by William Brooks, Thomas A. Claiborn, and Chew and Relf, and inventoried under the letter P. No. 16 - -	6,557 92

6. Two notes for the sum each of $3,125, in favor of Daniel Clark, by Hy. Hunt, dated March, 15th, 1810, and payable at one and two years, and inventoried under the letters X.Y. and Nos. 24 and 25 - - 6,250 00
7. A note for $55, in favor of Daniel Clark, by Richard De Vals, dated, Nov. 23d, 1811, payable in one year, and inventoried under the letter N. No. 13. - - 55 00
8. A note for $300, in favor of Daniel Clark, by Henry Hunt, dated May 15th, 1810, and bearing interest from its date, and inventoried under the letter Z. No. 26. 300 00
9. A book with the Bank of Orleans, by which there appeared to be due the succession of Daniel Clark at his decease, $3,307 73, and inventoried under the double letter F.F. No. 32. - - - - 3,037 73
10. Six of twenty-eight notes in favor of Daniel Clark by persons supposed to be insolvent, contained in a bundle, inventoried under the double letter G.G. No. 33.
11. Nine of thirty-four documents relative to Florida lands, contained in a bundle inventoried under the double letter H. H., No. 34.
12. Three of eighteen agreements contained in a bundle, inventoried under the double letter I. I., No. 35.
13. Two of seven mortgages in favor of Daniel Clark's succession, contained in a bundle inventoried under the double letter J. J., No. 36.
14. A bundle containing thirty-one sales of slaves, and inventoried under the double letter K. K., No. 37.
15. Five of fifty receipts, &c., contained in a bundle inventoried under the double letter L. L., No. 38.
16. One of thirteen documents in relation to the Canal Carondolet, contained in a bundle inventoried under the double letter O. O., No. 41.
17. Six of forty-four documents in relation to the settlement of accounts with Daniel W. Coxe, contained in a bundle inventoried under the double letter Q. Q., No. 43.
18. Eighteen of sixty-six accounts contained in a bundle inventoried under the double letter R. R., No. 44.
19. Two of forty-nine letters with several persons, contained in a bundle inventoried under the double letter S. S., No. 45.
20. Two acts of forty-eight acts of sales made by Daniel Clark of lands at the Bayou, contained in a bundle inventoried under the double letter T. T., No., 46.
21. One of nine sales in favor of Wilkins, contained in a bundle inventoried under the double letter U. U., No. 47.
22. Seven of forty documents contained in a bundle inventoried under the double letter V. V., No. 48.
23. Four of fourteen plans and titles to property, contained in a bundle inventoried under the double letter W. W., No. 49.
24. Three of thirty-five documents relative to the Bayou plantations, inventoried under the double letter X. X., No. 50.

25. A bundle containing twenty-nine titles or guarranties of lands at Ouachita, and inventoried under the double letter Y. Y., No. 51.

26. A bundle containing twelve documents relating to the plantations at Chapitoulas, inventoried under the double letter Z. Z., No. 52.

27. One of two documents relative to lands in Ottackapas, bought of Macarty's succession, contained in a bundle inventoried under the treble letter E. E. E., No. 57.

28. A bundle containing two transfers of lands on the Bayou and Bœuf, effected by Wm. Miller and Alexander Fulton, inventoried under the treble letter F. F. F., No. 58.

29. A bundle containing five plans, guarantees, or transfers of 3,200 arpents of land at Opelousas, bought of Mr. Broutin, and inventoried under the treble letter G. G. G., No. 59.

30. A bundle containing six plans, guarantees, or transfers of 1,600 arpents of land at Opelousas, bought of Mr. Broutin, and inventoried under the double letter H. H. H., No. 60.

31. A bundle containing two documents in relation to the plantation Fescher, at la terre aux Bœufs, and inventoried under *under* the treble letter K K K. No. 63.

32. A bundle containing four plans, transfers, or guarantees of 3,200 arpents of land, situated at Opelousas, bought of Mr. Gradings and inventoried under the treble letter L L L. No. 64.

33. One of four titles of lands of Mr. Fesher, contained in a bundle inventoried under the treble letter M M M. No. 65.

34. One of twenty-two documentary papers of Jean Lingues, contained in a bundle, inventoried under the treble letter O O O. No. 67.

35. Two of twenty-five documents to establish the account with L. Claiborn, contained in a bundle inventoried under the treble letter Q Q Q. No. 69.

36. Fifty-four of 4105 letters contained in a packet or bundle inventoried, and numbered from 1 to sixty-three.

Approved:
Signed W. F. C. DUPLESSIS,
Register of Wills.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

MONDAY, 30*th May*, 1836.

W. W. WHITNEY and wife
vs.
ELEANOR O'BEARN et als. } No. 843.

Present: The honorable J. Bermudez, Judge.

On motion of James W. White, Esq., of counsel for the plaintiffs, it is ordered by the court that a subpœna *duces tecum*, issue in this cause, directed to Henry P. Leonard, English editor of the New Orleans Bee, or for Jerome Bayon, that he bring with him

into court, to be offered in evidence, in support of a motion to be made in this case on Tuesday, the 31st day of May, A. D. 1836, the file, number or copy of the newspaper called the New Orleans Bee, now in his possession, and which was published on the 6th day of October, A. D. 1835 ; and in which is published a letter or communication relating in part to the succession of the late Daniel Clark, of New Orleans, signed Richard Relf.

And also, that he bring with him, at the same time and place, the original manuscript copy of the said letter or communication, furnished to him by Richard Relf, or by whomsoever the same was furnished to him for publication.

IN THE PROBATE COURT,
In Parish and City of New Orleans,
TUESDAY, 31*st May*, 1836.

WM. W. WHITNEY and wife
vs.
O'BEARN and others. } No. 843.

Present : The honorable J. Bermudez, Judge.

On motion of James W. White, Esquire, attorney for plaintiffs : Ordered, that a subpœna *duces tecum* issue in this cause, directed to Mr. Jerome Bayou, and Henry P. Leonard, editors of the newspaper called the New Orleans Bee : That they personally appear before this honorable court, on the first day of June, A. D. 1836, at 10 o'clock, A. M., of that day, and bring with them into said court, at said time, to be offered in evidence in support of a motion, then and there to be made in this cause, the file, number or copy of the said, " The New Orleans Bee," now in the possession of them, or either of them, and which was published on the 6th day of October, 1835, in which is published a letter or communication, signed " Richard Relf," relating in part to the succession of the late Daniel Clark, of New Orleans; and also that they bring with them, at the same time and place, the manuscript copy of the said letter or communication furnished to them, or either of them by Richard Relf, or by whomsoever the same was furnished to them or either of them for publication.

WM. W. WHITNEY and wife
vs.
ELEANOR O'BEARN et als. } No. 843.

Came on this day for argument, the rule taken herein on the 28th instant.

GRYMES & WHITE,
For Plaintiffs.
SEGHER & DUNCAN,
For Defendants.

When, after hearing argument, ordered that this case be continued over until to-morrow, the 1st of June, at 10, A. M.

In the Court of Probates,
In and for the Parish and City of New Orleans.

Wednesday, 1*st June*, 1836.

Wm. W. Whitney and wife
vs.
Eleanor O'Bearn et als. } No. 843.

Present: The honorable J. Bermudez, Judge.

Come on again this day, pursuant to adjournment yesterday, the rule of the 28th day of May, last past.

GRYMES & WHITE,
For Pluintiffs.
DUNCAN & SEGHER,
For Defendants.

When, after hearing further argument of counsel: ordered that the same be continued over until to-morrow morning, the 2d instant, at 10 o'clock.

Filed June 2d, 1836.
Signed, J. BLOSSMAN,
Dy. Register of Wills.

Court of Probates.

Wm. W. Whitney and wife
vs.
Eleanor O'Bearn et als.

June 2*d*, 1836.

G. Preval, Esqr., witness for plaintiffs, sworn, says, that he was the justice of the peace called upon to affix the seals upon the effects of the late Daniel Clark; being shown the original proces verbal, made by him at the time, recognizes it to be the same made by himself; that he has no recollection of taking any papers out of trunks to deposit in the armoire and bureau upon which he affixed the seals. He thinks there were papers on the tables in the room of Mr. Clark, which were gathered up and put in said armoir and bureau. It is now nearly twenty years ago, and he cannot possibly recollect where all the papers put under seal by him were found. That he has no recollection of having seen Mr. Relf take the will of Mr. Clark out of a trunk containing papers. That it is deponent's belief the seals had already been affixed by him upon

the chamber armoire and bureau when Mr. Relf came and presented the will to him. He says that the seals had already been affixed from the circumstance of the keeper of the seals having signed the process verbal before mention is made therein of the said will. He supposes that it was about the time they were all going to sign, as the keeper of the seals generally is the first person who signs the process verbal. Deponent has no knowledge where Mr. Relf got the will from.

Cross Examined.

That deponent, when called upon to affix the seals, does not in any case permit witnesses or others to search over the papers and effects under pretence of searching for a will or any other paper. That he was not in the habit of permitting such searches to be made at the time the seals were affixed in this case, nor is he at the present time. The law now prohibits such searches among the papers of deceased persons. That deponent at this time cannot possibly recollect or state any particular places where the papers of Daniel Clark were found.

Deponent being asked by the court whether the process verbal was signed in the room upon which the seals were affixed, answers, that he thinks not, as the process verbal mentions that the seals had been affixed, and it was signed probable in some other part of the house.

Deponent has no recollection that Mr. Relf, when he presented the will stated to deponent where he found it.

Filed, June 2d, 1836.
Signed, J. BLOSSMAN,
D'y Reg'r of Wills.

COURT OF PROBATES,
The State of Louisiana.

Successor of Danl. Clark
WM. W. WHITNEY and WIFE
vs.
ELEANOR O'BEARN et als. } 843.

To Michael Perrault, Robert Taylor, and James Morgan, or any of them, Justices of the Peace, Parish St. Landry, county of Opelousas, Louisiana, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do, by these presents, give unto your authority, diligently to examine all witnesses whatever, as well on the part of the plaintiffs as the defendants, in a certain suit now pending in our court, in which W. W. Whitney and wife are plaintiffs and Eleanor O'Bearn et als. are defendants.

Therefore, we desire you that, at certain times and places by you to be appointed for that purpose, you cause the said witnesses

to come before you, that you then and there examine them apart upon their respective corporal oaths, first taken before you upon the Holy Evangelists, that you shall reduce their examinations to writing; and when you shall have so taken them, that you send the same with this commission, closed up under your seal, to us in our said court, at the city of New Orleans without delay.

Witnessed the honorable J. Bermudez, judge of our said court, this fourth day of May, in the year of our Lord one thousand eight hundred and thirty-six, in the sixtyeth year of the Independence of the United States.

Signed J. BLOSSMAN,
Dy. Reg. of Wills.

IN THE COURT OF PROBATES,
For the Parish and City of New Orleans.

WM. WALLACE WHITNEY and wife
vs.
ELEANOR O'BEARN et als.

Interrogatories to be propounded to Madame Louis Bingerelle, Mr. Louis Louallier, Madame Despau née Carriere and others, residing in the parish of St. Landry, in the county of Oupelousas, and State of Louisiana, witnesses on the part of the plaintiffs in this cause, and which are to be annexed to a commission issued in said cause from the said court of probates.

First—Will you please to state your name, age, occupation, and place of residence?

Second—Are you acquainted with or have you known or heard of the above named William WallaceWhitney and Myra C. Whitney, his wife, or either, and which of them?

Third—Are you or have you been acquainted with Zulieme née Carriere, the mother of the said Myra? If aye, please to state when and where you were so acquainted with her, and whether the said Zulieme was or was not married to the late Daniel Clark, of New Orleans, who died in August, 1813; and all you know on that subject, the time and place when such marriage took place, if at all?

Fourth—Did or not one Jerome De Grange, representing himself to be an unmarried man, impose himself as such in marriage upon the said Zulieme neé Carriere at a time when in fact he had a lawful wife, to whom he had been previously married, still living? If aye, please to state whether, after the said De Grange had so imposed himself upon the said Zulieme, as above enquired of, his said lawful wife did or did not come to New Orleans and detect and expose the bigamy, of which he had been guilty, in marrying the said Zulieme as has heen enquired of in the first part of this interrogatory?

Fifth. If you answer affirmatively in reply to the last preceding interrogatory, please to state the time at which the said bigamy of the said De Grange was detected and exposed. And was it or not many years before the birth of the said Myra?

Sixth. Was it or not proved and believed at that time and afterwards amongst the friends and acquaintances of the said Zulieme and the said De Grange, that he had a lawful wife living at and before the time of his marriage with the said Zulieme?

Seventh. If you have answered affirmatively in reply to the fourth of these interrogatories, please to state whether, when the said lawful wife of the said De Grange came to New Orleans, as enquired of above, he, the said De Grange, did or did not confer or acknowledge that she was his lawful wife, and that he had been guilty of bigamy in marrying the said Zulieme.

Eighth. If you have answered affirmatively in reply to the fourth of the above interrogatories, please to state whether he, the said De Grange, did or did not escape or flee from Louisiana when his said bigamy was detected and exposed, and many years before the birth of the said Myra? If aye, please to state whether the said De Grange did or did not return again to Louisiana. Describe the personal appearance of said De Grange.

Ninth. Do you know of any other matter or thing of benefit or importance to the said plaintiffs in this suit, which has been instituted for the purpose of establishing the claims of the said Myra C. Whitney, one of the said plaintiffs to the succession of the said Daniel Clark? If aye, please to set forth the same particularly.

Signed, JAMES W. WHITE,
Atty. for Plffs.

☞ The attorney who signs the foregoing interrogatories, a stranger to the laws of Louisiana, and in disregard of the practice of the bar, having seen proper (notwithstanding the admonition of the counsel of the defendants) to withhold the commission and the names of the commissioner before whom he proposes to have said interrogatories answered, exception is reserved to the entire proceeding, and the counsel of the defendants desires the person who may be asked to receive the answers of any of the witnesses to the foregoing interrogatories, to state whether he, the commissioner himself, is not directly or indirectly interested in the event of this suit. Whether he is or is not related to, or connected with, the parties' plaintiffs therein, or with any of the witnesses; and if aye, with which of them?

General cross interrogatory to be answered by every person answering any of the foregoing interrogatories.

Having answered categorically the interrogatories of the plaintiffs, will you state whether you are related to or connected with the plaintiffs, or with the mother of the plaintiff Myra? If aye, with which of them, and in what degree? Also, how you derive your knowledge of the matters about which the plaintiffs interrogate you,

whether it be personal or from hearsay? Distinguish in your statements what you state on your personal knowledge from what you state of hearsay; and mention from whom, at what time, and under what circumstances, and where you were when you obtained your information? And if you speak of any marriage of the late Daniel Clark, state if you know by whom, when and where it was solemnized, whether you were present, and who was present with you; and if Mr. Clarke ever publicly acknowledged his said wife; if not, why? Whether she was ever divorced from him, and ever married again; if aye, when and to whom?

Signed, L. C. DUNCAN,
Curator ad hoc to absent defendants and of counsel.

I, Michael Perrault, Justice of the Peace in and for the parish of St. Landry, county of Opelousas and State of Louisiana, and one of the commissioners named in the annexed commission issued from the court of Probates for the parish and city of New Orleans, in the suit of William Wallace Whitney and Myra C. Whitney, his wife, *vs.* Eleanor O'Bearn and others, have caused to appear before me, Louisa Vve. Benguerel, who being duly sworn to declare the truth on the questions put to her in this cause, answers:

To the first interrogatory: My name is Louisa Vve. Binguerel, age about fifty seven years, gentlewoman, place of residence Opelousas.

To the second interrogatory: I have heard of both.

To the third interrogatory: I am acquainted with Zulieme neé Carriere, the mother of said Myra; I knew her in New Orleans, a long time ago; I have no personal knowledge of such marriage.

To the fourth interrogatory: Mr. Jerome De Grange married the said Zulieme, which marriage proved on his part bigamy; for after the marriage with the said Zulieme, the lawful wife of said De Grange, whom he had married previous to his marrying the said Zulieme, came to New Orleans, and the said De Grange was then prosecuted and condemned for bigamy in marrying the said Zulieme, and he was thrown into prison, from which he escaped and fled from Louisiana; this was in the year 1802 or 1803. Since that period, I have never seen the said De Grange, and do not believe that he ever returned to Louisiana.

To the fifth interrogatory: This interrogatory is answered, *und* the preceding one.

To the sixth interrogatory. It was. The said lawful wife of the said Degrange, brought with her to New Orleans, proofs of her marriage with the said Degrange. The exposure at that time of the said Degrange's bigamy in marriage with the said Zuliene was notoriously known in New Orleans.

To the seventh interrogatory. My husband and myself were intimate with the said Degrange, and when we reproached him for his baseness in imposing upon the said Zulieme, he endeavored to excuse himself by saying that at the time of his marrying the said

Zulieme, he had abandoned his said lawful wife, and never intended to see her again.

To the eighth interrogatory. I have answered all this interrogatory in my answer to the fourth interrogatory, except as to Degrange's personal appearance; he was about six feet English, stout built, light complexion, blue eyes.

To the ninth interrogatory. As well as I can judge, I do not.

To the general Cross Interrogatory.

I am not related to, nor connected with plaintiffs, nor with either of them, nor with the mother of the said Myra, nor am I interested at all in this suit. I was in New Orleans, where I obtained my information. It will be seen by my answers, how I know the facts. I was well acquainted with the said Degrange and the said Zuliene, and I knew the said lawful wife of the said Degrange, whom he had married previous to his imposing himself in marriage upon the said Zulieme.

Signed WM. BENGUERL.

Sworn to and subscribed before me, this 27th day of May, 1836, at Opelousas, parish of St. Landry.

In testimony whereof, I have hereunto set my hand and private seal, the day and year above written. I am not related to, nor connected with any of the parties to this suit, nor with their relations, nor with the witness; I am not interested in this suit, nor of counsel.

Signed M. PERRAULT,
Justice of the Peace, parish St. Landry. [L. S.]

Answers of Lucius C. Duncan, Esq.,

In answer to this rule I state that I have no powers or letters of attorney from any of the heirs of the late Daniel Clark; that when appointed curator *ad hoc* to the defendants, I addressed letters to Mrs. Green in Liverpool, Mrs. O'Bearn in Sligo, Ireland, to Mrs. Jane Campbell living near Buenos Ayres and Mrs. C. Clark, wife of Dr Barnes, living at Port Gibson, Mississippi, but have no answers to these; Mrs. Barnes I saw in this city in October or November 1834, and Mrs. Green I saw in Liverpool in July 1835, and they with their husbands, after having been apprized of the nature of this suit, of what I had done and of what I proposed to do, approved of my conduct and desired me to proceed in defence of the same.

Signed L. C. DUNCAN.

Sworn to and subscribed before me, New Orleans, June 16, 1836.

Signed WM. F. C. DUPLESSES,
Register of Wills.

Filed June 16th, 1836.

STATE OF PENNSYLVANIA, MAYOR'S OFFICE,
City of Philadelphia. *June* 16, 1835.

Be it remembered, that on the 16th day of June, A. D. 1835, at the mayor's office, in the city of Philadelphia, between the hours of 11 A. M. and 5 P. M., by virtue of the annexed commission, issuing out of the court of probates in the state of Louisiana, bearing date the 20th of January, 1835, and in the 59th year of the independence of the United States, personally appeared Daniel M. Coxe and Wm E. Hulings who being first sworn to testify the truth, the whole truth and nothing but the truth, did in my presence, in their own proper hand reduce to writing, and in my presence sign the depositions hereunto annexed. And I further certify that no person appeared to cross examine the said deponents. In testimony whereof, I have hereunto set my hand and private seal, and caused the corporate seal of Philadelphia to be affixed, the day and year above written.

Signed JN. SWIFT,
Mayor. [L. S.]

IN THE COURT OF PROBATES,
in and for the Parish and City of New Orleans.

THURSDAY, *2d June*, 1836.

WM. W. WHITNEY and WIFE,
vs
ELEANOR O'BEARN and als. } No. 843.

Present: The honorable J. Bermudez, Judge.

Came on again this day pursuant to adjournment yesterday the rule of the 28th day of May last present.

GRYMES & WHITE.
for Plaintiffs.
SEGHERS & DUNCAN,
for Defendants.

When after hearing further testimony and argument of respective counsel, the same was submitted upon said rule, whereupon the court delivered the following opinion, to wit:

The private papers of the deceased among which was found the will of deceased, admitted to probate, cannot be viewed by the court as the papers contained in the black trunk mentioned in the inventory.

The process verbal of the judge affixing the seals on the property of the deceased, the testimony of the said judge, the publication of one of the testamentary executors of the deceased in the columns of the Bee, strongly impress upon the mind of the court that the private papers, amongst which was the will of the deceased

must have been contained, in an other trunk elsewhere placed then in the room on the doors of which were placed the seals of the judge, as well as the armoire, bureau and papers of the deceased, and afterwards inventoried by the register of wills. The account which the executor gives of these private papers, is that they must have been either lost or destroyed by moisture; under this state of things, is the court to issue the order prayed for as a means necessary to the plaintiffs' action. Can the court by any order necessary for the exercise of its jurisdiction, and plea for the protection of the rights of the plaintiffs, compel the production of what is lost or destroyed by moisture. It is thought not, and the only remedy of the party plaintiff, seems indicated by the provisions of the code which obliges him who causes damage to another to repair it, when the same is the result of his negligence, imprudence or his want of skill. Should this remedy be inadequate to the purposes of the plaintiff he may from the insufficiency of the account of the private papers, the production of which he asks, draw such inferences as may be conducive to a fair and equitable decision of the present controversy. It is therefore ordered that the rule be dismissed, and the cause having been set for trial upon the merits for this day, the defendant pleading ready, the plaintiffs moved for a continuance, on the ground that they could not foresee the judgment of the court upon the rule taken by them, and as they have not the documents, the productions of which they asked for, it is necessary for them to obtain time to prepare themseives for the trial. The court declined using their discretion in granting the continuance as the judgment should have been foreseen by the plaintiffs, and as the character and reputation of one of our respectable citizens has been for a long while involved in the controversy and justice, required that an end should be put to this controvesy, the plaintiffs declining and refusing to proceed with their claim, on motion of defendants, the plaintiffs are nonsuited, they paying the costs of this suit.

W. W. Whitney and Wife,
vs.
Eleanor O'Bearn and als. } No. 843.

On motion of L. C. Duncan, Esqr., curator ad hoc for the defendants under appointment of the court, it is ordered by the court that the plaintiffs shew cause on Monday morning next the 6th instant, at 10 o'clock, why the sum of one thousand dollars should not be allowed said L. C. Duncan, as a fee for services rendered, and why the same should not be taxed by the register of wills with the other costs incurred herein.

In the Court of Probates,
in and for the Parish and City of New Orleans.

Monday, 6*th June*, 1836.

Present: The honorable J. Bermudez, Judge.

W, W. Whitney and Wife,
vs.
Eleanor O'Bearn and als. } No. 843.

Came on this day for agument, the rule taken herein on the 2d instant, by L. C. Duncan, Esq. for a fee.

L. C. DUNCAN, *for himself.*
WHITE, *for plaintiff.*

When after hearing argument the same was submitted for decision, and the court took time to advise.

In the Court of Probates,
in and for the Parish and City of New Orleans.

Friday, 10*th June*, 1836.

W. W. Whitney and Wife,
vs
Eelanor O'Bearn and als. } No. 843.

On motion of L. C. Duncan of counsel for defendants, ordered that he have leave to withdraw the original documents attached to the commission executed in behalf of defendants at Philadelphia.

In the Court of Probates,
in and for the Parish and City of New Orleans.

Tuesday, 14*th June*, 1836.

Present: The honorable J. Bermudez, Judge.

W. W. Whitney and Wife,
vs.
Eleanor O'Bearn and als. } No. 843.

On motion of James W. White, Esquire, attorney for plaintiffs, it is ordered: that Lucius C. Duncan, Esq., produce and exhibit in open court for the examination and inspection of the said plaintiffs, on Thursday the 16th day of June, 1836, at 10 o'clock A. M., upon the trial or argument of the rule taken by the said Lucius C. Duncan in this case, relative to the allowance and taxation of one thousand dollars in the taxed costs as a fee or compensation for the curator ad hoc or the absent defendants in said cause, all and every power, letter or warrant of attorney or other authority in writing, executed by all or any of the said absent defendants, or by any one of them, or either of them, appointing and constituting him, the

said Lucius C. Duncan, the attorney or agent of all or any of the said absent defendants, in order that the same may be offered in evidence upon the said argument or trial.

COURT OF PROBATES,
In and for the Parish and City of New Orleans.

THURSDAY, 16th *June*, 1836.

Present: The Honorable J. Bermudez, Judge.

WM. W. WHITNEY and wife,
vs.
ELEANOR O'BEARN et als. } No. 843.

Came on this day for argument the rule taken in this case on the 2d instant L. C. Duncan, plaintiff in rule, Grymes and White for W. W. Whitney and wife.

When after hearing testimony and argument, the case was submitted, and the court took time to advise.

Filed June 2, 1836.

Signed J. BLOSSMAN,
Dy. Reg. of Wills.

COURT OF PROBATES,
The State of Louisiana.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEARN et als. } No. 843.

To John Swift, Esq., Mayor, and John Binns or S. Badger, Alderman of the City of Philadelphia, State of Pennsylvania, or either of them, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents give unto your authority diligently to examine all witnesses whatever, as well on the part of the plaintiff as the defendant, in a certain suit now pending in our said court, in which Wm. W. Whitney and Myra C. Whitney are plaintiffs, and Eleanor O'Bearn and others are defendants. Therefore we desire you, that at certain times and places by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart upon their respective corporal oaths first taken before you upon the Holy Evangelists, that you reduce their examinations to writing, and when you shall so have taken them, that you send the same with this commission, closed up under your seal, to us in our said court at the city of New Orleans.

Witnesseth the Hon. Charles Maurian, judge of our said court, this 21st January 1835, and in the 59th year of the Independence of the United States.

Signed W. F. C. DUPLESSES,
Dy. Reg. of Wills

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

WM. W. WHITNEY and MYRA C. WHITNEY,
vs.
ELEANOR O'BEAEN and others. } No. 843.

Interrogatories propounded by and on behalf of the above named defendants and by virtue of the annexed commission, to be answered under oath by William E. Hulings, Daniel W. Coxe and others, residing in the city of Philadelphia, State of Pennsylvania, and which together with the answers thereto to be made by the said witnesses, the said defendants intend to offer and read in evidence on the trial of the above entitled cause.

1st. Will you and each of you be pleased to state your names, ages and residence, and whether not you are acquainted with the parties in the above entitled cause ?

2nd. Will you and each of you, be pleased to state whether or not you were acquainted with Daniel Clark, late of the city of New Orleans, who departed this life in the month of August 1813 ? If aye, will you be pleased to state, whether or nor your acquaintance extended to friendly intimacy, and how long were you so acquainted with him previous to his death ?

3rd. Will you be pleased to state, whether or not said Daniel Clark was ever married.

4th. State if you please whether or not you or either of you ever heard said Clark during his lifetime, say or acknowledge himself to be the father or any children ? If aye, what were their respective names, sex and probable age, and where are they at this time ?

5th. Did said Clark, during his lifetime, to the knowledge of either of you, make provision for the maintenance and education of any of his said supposed children ? If aye, which ones ? What were their names, and to what extent did he make such provision to your knowledge or from what you have heard said Clark say ?

6th. Do you or either of you know Mrs. Myra C. Whitney ? If aye will you and each of you be pleased to state, if you know, in whose family she resided from her childhood, until her marriage with said Whitney, and by what name she was known and generally received by the community at large; and from the general reputation which she bore in the community whose child was she supposed to be ?

7th. Do you or either of you know of any other fact or circumstance not mentioned by you in answer to some of the foregoing interrogatories, which you suppose may be of any service to the defendants in this cause? If aye, be pleased to state the same as fully and particularly as if you had been thereunto specially interrogated.

Signed L. C. DUNCAN,
Attorney and Curator at hoc for Defendants.

Cross interrogatories propounded by the defendants to the above witnesses, reserving, however, exceptions to the legality of the commission in this case, and all legal exceptions to the testimony taken under the same.

1. Are you acquainted with the parties to this suit? If so, state how long you have known them.
2. Are you interested in the event of this suit? If you answer in the affirmative, state in what manner.
3. Have you not employed counsel to appear in the above suit?

Signed, WM. M. WORTHINGTON,
For Plaintiffs.

Answers of William E. Hulings to interrogatories propounded in the suit of William W. Whitney and Myra C. Whitney *vs.* Eleanor O'Bearn and others, in the Probate Court in and for the parish and city of New Orleans:

To interrogatory 1st. My name is William Empson Hulings, aged sixty-nine years, residing in Philadelphia. I think I never saw Mr. Wm. W. Whitney but once, when he called at my house, and was introduced to myself and wife by the now Mrs. Myra Whitney, formerly called Mira Davis, with whom I had been slightly acquainted for some years, seeing her but very seldom. Mrs. O'Bearn I never saw, but have understood that she resided in Ireland, and was the sister of the late Daniel Clark, Esq. of New Orleans. The word "others" being indefinitive, I have no answer to give as relates to it.

To 2nd interrogatory: I say my acquaintance with Daniel Clark late of New Orleans, who died August, 1813, began in the year 1789, in New Orleans, and continued in the closest personal intimacy until I left that city in May, 1804. Our friendship remained uninterrupted to the day of his death.

To the third interrogatory: I answer, having been, as above stated, the intimate friend of the said Daniel Clark, had he been married I could not have failed to know it. I firmly believe he never was married.

To the fourth interrogatory: I say that the said Daniel Clark never did acknowledge or intimate to me that he had a child or children, or that he ever had carnal connexion with any female. But I have frequently heard from Mrs. Lynn, formerly Mrs. Alex-

ander, late of our city, but now dead; that a female child named Caroline, placed (while she resided in Trenton) under her care by Daniel W. Coxe, Esq. of this place, was the daughter of the aforesaid Daniel Clark, and so frequently acknowledged by him to be; that the said Daniel made many visits to see the said child, and would fondly caress it, and make it handsome presents, and holding it before the looking-glass would trace his features in her face, and say that she should ride in her coach. Mrs. Lynn continued to assert the same thing to the day of her death. After the death of Mr. Lynn, the husband of said lady, Mrs. Mary Clark, the mother of said Daniel, received the said Caroline in her family at Germantown, as the undoubted child of her said son. She remained there sometime, when, as friends of the said Daniel Clark, Mr. Daniel W. Coxe and myself thought it time some attention should be paid to her educarion. In consequence, we, with the approbation and consent of the said Mary Clark, (who made an appropriation of money for the clothing of the said Caroline) placed her with Mr. and Mrs. Bazeley, then keeping a boarding-school for young ladies, as an apprentice; her services to be an equivalent for her board and education. Said Caroline remained with Mrs Bazeley, I think, for the time stipulated, receiving from the said Mrs. Mary Clark, as her grandmother, the sum appropriated for her use. She afterwards was addressed by Doctor Barnes of our city, a respectable man, and was married to him. They moved to the Mississippi, and I believe now reside at or near Port Gibson. The only knowledge I have of Mira Davis, now Mrs. Mira C. Whitney, being a child of the said Daniel Clark, was derived from Colonel Samuel B. Davis, who told me that Mr. Clark acknowledged said Mira to be his child, and had placed her under his care as such. Caroline Clark, now Mrs. Barnes, I believe to be about thirty-three years of age. Of Mira, now Mrs. Whitney, I have no data on which to form an opinion. I have heard that she is in New Orleans.

The fifth interrogatory is answered by me declaring that the said Daniel Clark never did acknowledge or intimate that he had a child or children. I have learned from Richard Relf, Esq. of New Orleans, that certain lots of ground, out of New Orleans, on the Bayou road, were destined or appointed by said Daniel Clark, for the said Caroline and Mira. Col. Bellechasse, now or late of Matanzas, Cuba, informed me by letter that he held a trust from the said Daniel Clark, of some lots as aforesaid, for said Mira, but knew not of any provision made for Caroline.

To the sixth interrogatory: I say that I have precedingly acknowledged a slight acquaintance with Mira, now Mrs. C. Whitney, who, ever since I heard of her, has, I believe, resided in the family of Colonel Samuel B. Davis aforesaid, as his reputed daughter, being known in public, as far as I am aware, by the name of Mira Davis, and said Mira confessed to my wife and self, that until some little time before she was married to said Mr. Whitney, she

believed herself to be the daughter of the aforesaid Col. Samuel B. Davis—further, the deponent saith not.

PHILADELPHIA, 11th June, 1835.

Signed, WM. E. HULINGS.

In answer to the cross examination in the aforesaid suit, I say, first: That I have slightly known Mrs. Myra C. Whitney, formerly Myra Davis, for some years, but cannot fix the period of our acquaintance. Of her husband I had no knowledge, until introduced to him by her at my own house, some time last summer, or early in the fall. I have never seen Mrs. O'Bearn, but have heard from Mrs. Mary Clark, mother of aforesaid Daniel Clark, that said Mrs. O'Bearn was her daughter. The "others" not being specified by name, I can say nothing as to them.

To the second interrogatory, I answer: That I am not, either directly or indirectly, interested in the suit of William W. Whitney, Myra C. Whitney vs. Eleanor O'Bearn, and others.

Thirdly, to the last interrogatory, I say: That having nothing to do with the said suit, or any other, relating to the parties therein named, I have not employed any counsel in it or any other cause. Further deponent saith not.

Signed, WM. E. HULINGS.

Philadelphia, 11th June, 1835.

Answers of Daniel W. Coxe to Interrogatories propounded in the suit of William W. Whitney and Myra C. Whitney vs. Eleanor O'Bearn and others, in the Probate Court in and for the Parish and City of New Orleans.

To the first interrogatory: My name is Daniel William Coxe; my residence, in Philadelphia. I am in my sixty-sixth year; am not acquainted with Mr. William W. Whitney or Mrs. Eleanor O'Bearne, but have seen the lady called Mrs. Myra C. Whitney, whom I suppose to be the same person who, under the name of Myra Davis, accompanied Col. Samuel B. Davis as passenger to New Orleans in the ship Ohio, Captain Simion Toby, about the year 1819 or '20, when I was also passenger in said ship; but I never saw her before nor have seen her since, that I recollect.

To the second interrogatory: I was personally acquainted with the late Daniel Clark, Esq., of New Orleans, from the time of my first arrival in Louisiana, in 1791, till the period of his death, in 1813. Having been long associated with him in commerce, and in the purchase of real estate in Louisiana, my knowledge of him was intimate, and our intercourse confidential. The last time I saw him was in 1811, when he came to Philadelphia to settle our copartnership accounts, which was effected on that occasion.

To the third interrogatory: Mr. Clark never was married, to the best of my knowledge and belief.

To the fourth and fifth interrogatories: Mr. Clark communicated

to me in confidence, about the year 1802, that Madame De Grange, who came from New Orleans to Philadelphia some time, I think, in that year, was pregnated by him, and he requested me to assist him in placing her under the care of a respectable physician, and to furnish her with money during her confinement and stay in Philadelphia. I accordingly employed the late Doctor William Shippen to attend her during her accouchement, who procured a nurse, and removed the child from the mother immediately after its birth, and I paid the accounts. The infant proved to be a girl, which was named Caroline Clark, (now Mrs. Doctor Barnes,) residing, I am informed, in the State of Mississippi. Mr. Clark never intimated to me that he had any other children, either by Mrs. De Granges or any other woman; but after his death, I think, for the first time, I was told by Doctor Hulings and Col. Samuel B. Davis, that he had another daughter born in New Orleans, subsequently to Caroline, by the aforesaid Mrs. De Granges, called Myra, the same alluded to in my answer to the first interrogatory, who is now, I understand, in New Orleans, with Mr. Whitney, her husband; but I am ignorant of her age, though I think Caroline, as far as I can ascertain, must be between thirty-two and thirty-three years of age. Although so informed, yet I always doubted Myra being Mr. Clark's child, because he confessed himself to be the father of Caroline, but never mentioned Myra to me; and because, in addition, Caroline was like him, and I saw no resemblance to him in Myra. After the early years of Caroline's childhood had passed away with her nurse, Mr. Clark, in his occasional visits to Philadelphia, finding her health delicate, and the place of her residence ineligible, requested me to remove her from it, and place her with some respectable person, who would attend to her morals, education, and health, and I accordingly placed her under the care of Mr. and Mrs. James Alexander, at Trenton, New Jersey, with whom she continued to reside till Mr. Alexander died, I think, in 1809, and subsequently with his widow till 1814 or '15—Mr. Clark always visiting her when he came to Philadelphia, and treating her with the tenderness of a parent, often making her presents, and remunerating Mr. and Mrs. Alexander liberally for their care of the child.

After Mr. Clark's death, and the failure in trade of his executors, and then co-partners Messrs. Chew and Relf, Dr. Hulings and myself finding that remittances from those gentlemen to old Mrs. Clark, the mother and heir of Daniel, came on tardily by reason of their embarrassments, devised an economical plan for Caroline's benefit by removing her from her grandmother's, where she was then staying, and placing her with Mrs. Bazeley, who kept a boarding school in this city, under an agreement that Caroline should assist in the school while she was at the same time acquiring education, and the knowledge necessary for future usefulness. Previously to removing her to Mrs. Bazeley's, she spent a few days in my house. Mrs. Clark allowed twenty-five dollars per quarter for

clothing, &c., during her residence with Mrs. Bazeley, with whom she remained many years. I annex hereto the original order on Doctor Hulings, drawn up by me, and signed by Mrs. Clark, authorizing the payment of said allowance. Caroline afterwards married Doctor Barnes, a respectable young man of this city. It is proper here to mention that Doctor Hulings and myself, acting as old confidential friends of Mr. Clark, felt and took an interest in the welfare of his mother, then aged and infirm, residing at Germantown, and as Myra was also said by Colonel Davis to be his child, we thought it a duty to advise the old lady to make a will, and provide for all who had natural claims upon her, should any property remain after her son's executors and partners had settled the estate. She accordingly made a will many years after her son's death, and left Caroline (now Mrs. Dr. Barnes) a child's share, (I think one quarter's part;) but for Myra she refused to make any provision, although Dr. Hulings and myself succeeded in persuading her to mention Myra also in her will, and to leave her something as a memento and recognition of her parentage. This we deemed proper to do on the representation of Colonel Davis, with whom she lived, and whose name she bore, that she was Mr. Clark's child, notwithstanding our own doubts and uncertainty on the subject. It is necessary to add, by way of explanation of a transaction which has been enveloped in partial mistery and concealment, that after Mr. Clark's death, in 1813, I learned for the first time he had made a certain provision for these girls in his lifetime, by creating two distinct trusts for their respective benefit; the one to Colonel Bellechasse, and the other to chevalier De la Croix, of New Orleans, to each of whom he conveyed certain lots of ground near the Bayou St. John road, contiguous to New Orleans, a list of which Mr. Relf furnished me when I went to New Orleans in 1819 to recover an old partnership debt due to me by Mr. Clark, which list I find corresponds with a similar one sent to Dr. Hulings many years ago by Mr. Relf. Excepting Myra's portion of the aforesaid lots, and the memento in Mrs. Clark's will, I know of no other provision made for her benefit, nor do I know of any for Caroline's benefit, other than as already stated.

To the 6th interrogatory I answer, that old Mr. Whitney, the father of Myra's husband, called on me after his son's marriage on a suggestion, as he said, that I knew something about Myra's property, and of her being the daughter of Daniel Clark, to whom I replied, in substance, "Go to Col. Davis, from whom that reference to me probably comes, and, as he gave his own name and not Mr. Clark's to the girl, he can tell you all about her, as his house was her home;" and I added, "I have no knowledge whatever, except what comes from Colonel Davis and mere rumor, of her being Daniel Clark's child. If she is, why was she kept in ignorance of her real name, and that of Davis given to her?"

To the 7th interrogatory I answer, that I do suppose it may be

of service to the defendants in this cause to state, that some time in the year 1808, after Madame De Grange had returned to Philadelphia from New Orleans, and when lodging in Walnut street she sent for me, and during a private interview with her at Mrs. Rowan's house, where she lodged, she stated that she had heard Mr. Clark was going to be married to Miss Caton of Baltimore, which she complained was a violation of his promise to marry her; and added, she now considered herself at liberty to connect herself in marriage with another person, alluding probably to Mr. Gardette, who at the moment of this disclosure entered the room, when, after a few words of general conversation, I withdrew, and her marriage to Mr. Gardette became public a few days after; a certificate of which, authenticated by the Roman Catholic Bishop of the diocess is hereto annexed, with an extract from the baptismal register of the birth of two children by said marriage. Mrs. Rowan, with whom Madame De Granges lodged previous to her marriage with Mr. Gardette, has told me that Mr. Gardette engaged lodgings for her at her house, next to Mr. Gardette's own house as a Miss Zulieme Carriere, of New Orleans, by which name she was always known to her prior to her said marriage with Mr. Gardette.

Cross Interrogatories.

To the 1st cross interrogatory. I have already answered.

To the 2d. I am not aware of any interest whatever that I have in the result of this suit.

To the 3d. I have employed no counsel in this suit, nor have I any concern or connexion with it, either directly or indirectly.

The words "to New Orleans" interlined before signing in the first page. The word "Caroline" striken out in the third page. The syllabe "by" interlined in the 5th page. The word "Caroline" interlined in the 4th page in lieu of the word "her" obliterated. The words, to her, interlined in the ninth page. All done before signing.

Philadelphia, June 15th, 1835.

Signed, DANIEL W. COXE.

Received, New Orleans, 10th May, 1836, from the Register of this court the original documents annexed to this commission, being order of Mrs. Mary Clark to Dr. Hulings, dated 12th November 1815, and certificate of marriage of James Bertrand Gardette with Mary Z. Carriere, say two documents belonging to deponents in within case.

Signed, L. C. DUNCAN,
For Defendants.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.
FRIDAY, 8TH JULY, 1836.

W. W. WHITNEY & WIFE
vs.
E. O'BEARN, et al.

Present the Honorable J. Bermudez, Judge.

On a rule to show cause why the plaintiff should not pay a fee of $1,000 to the curator *ad hoc*, appointed by this court to represent the absent debtors. It has been ruled by the Supreme Court in 2d L., R. 466, and 7th L. R., p. 71, that a curator *ad hoc*, appointed at the institution of a suit, is not entitled to a fee or an allowance, which is to be taxed in the costs of suit and paid by the party cast.

True it is that a curator *ad hoc* is intended by law as a protector to the interests of the absentee, and should be considered as principally beneficial to the persons they represent; but should not the appointment of this officer be considered also as beneficial to the plaintiffs in this sense, that without him no proceedings can be had against the defendants?

Under the circumstances this case presents itself to the court, I am of opinion that although the professional services rendered by the curator *ad hoc*, to represent absent defendants, are to be paid for by and out of the funds of the persons whom he represents, yet that in case of a failure on the part of the plaintiffs to prosecute with effect his action he should be made to advance the remuneration for the services of the said curator.

The court therefore considering that the services of L. C. Duncan, Esq. curator *ad hoc*, to represent the absent defendants, are proved to be worth a thousand dollars.

It is ordered, adjudged, and decreed that the register of wills do tax among the costs of suit the thousand dollars claimed by the said curator *ad hoc*, to be paid by the party cast in this suit, reserving to the plaintiffs their full and entire recourse for the recovery of this sum against the absent defendants, represented by the said L. C. Duncan, Esq.

IN THE COURT OF PROBATES.
In and for the Parish and City of New Orleans.
WEDNESDAY, 13TH JULY, 1836.

Estate of Daniel Clark.

W. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN et als.

Present the Honorable J. Bermudez, Judge.

On motion of L. C. Duncan, Esq. counsel for Richard Relf, one of the defendants, ordered that the register of wills be authorized

to return and deliver to said Relf all the papers, books, and documents deposited with him in obedience to the former order of this court.

I, William F. C. Duplessis, register of wills in and for the parish and city of New Orleans, State of Louisiana, ex-officio clerk of the court of probates in and for the parish and city of New Orleans, do hereby certify that the foregoing two hundred and forty-two pages contain a true copy of all the proceedings had in the suit No. 843, entitled

Wm. W. Whitney and Myra C. Whitney
vs.
Eleanor O'Bearn and others.

In the Court of Probates aforesaid,

In faith whereof I have hereunto set my hand and affixed the seal of the court of probates aforesaid, at the city of New Orleans, this twenty-ninth day of July, in the year [L. S.] of our Lord one thousand eight hundred and forty, and the sixty-fifth of the Independence of the United States of America.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

I, Joachim Bermudez, sole judge of the court of probates, in and for the parish and city of New Orleans, State of Louisiana, do hereby certify that Wm. F. C. Duplessis, who signed the foregoing certificate, was, at the time thereof and still is register of wills in and for the parish and city of New Orleans, ex-officio clerk of the court of probates, in and for the parish and city of New Orleans, as set forth in his certificate, which is in due form of law.

Given under my hand, at the city of New Orleans, this 29th day of July, A. D. 1840.

Signed, J. BERMUDEZ,
Judge.

Record or Document A.

Ne varietur.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

Aujourd 'hui le seizième du mois d'aout de l'an mil huit cent treize de notre seigneur, et le trente huitiéme de l'indépendance Américaine. Nous Gallien Preval l'un des juges de paix pour la ville et paroisse de la Nouvelle Orleans, nous étant trouvé présent au décès du sieur Daniel Clarke ce jour à dix heures du soir avons été requis par Mr. Richard Relf d'apposer les scellés sur tous les papiers appartenant à la succession du dit Sr. Daniel Clark,

ce à quoi nous avons procedé en présence de Mrs. James Pitot et Dusuau De la Croix ; le dit sieur Richard Relf ayant été requis par nous de représenter les papiers de la dite succession, nous a conduit, dans la chambre du dit défunt, où en présence des témoins susdets, nous avons reunis tous les susdits papiers et les avons mis dans un bureau et une armoire que nous avons trouvé dans le chambre du dit defunt, aprés, nous avons apposé nos scellés sur les porte de dite chambre, et en avons établi gardien, les sieur Francisco Morales, le quel a promis sous la foi du serment de remplir bien et fidélement les divoirs de sa charge, et a signé avec nous ainsi que les témoins susdets, les mêmes jour, mois et au que dessus.

Signé, FRANCISCO la ✕ marque MORALES.

Au moment de close le présent proces verbal, le sieur Richard Relf ayant trouvé dans une malle du défunt son testament olographe, nous l'avons pris en présence des susdets témoins pour en faire la remise à l'honorable juge de la cour des preuves.

Signé, JS. PITOT,
DUSUAU DE LA CROIX,
RICHARD RELF,
GALLIEN PREVAL,
Juge de Paix.

To the Honorable the Judge of the Court of Probates of the Parish of New Orleans :

The petition of Francis Dusuau De la Croix, of this parish, planter, respectfully shews :

That your petitioner has strong reasons to believe, and does verily believe, that the late Daniel Clark has made a testament or codicil, posterior to that which has been opened before your honorable court, and in the dispositions whereof, he thinks to be interested. And whereas it is to be presumed that the double of this last will, whose existence was known by several persons, might have been deposited with any notary public of this city.

Your petitioner, wherefore, prays that it may please your honor to order, as it is the usual practice in such cases, that every notary public in this city appear before your honorable court within the delay of twenty-four hours, in order to certify on oath if there does or does not exist, in his office, any testament or codicil, or any sealed packet, deposited by the said late Daniel Clark.

And your petitioner, as in duty bound, will ever pray, &c.

Signed, D. SEGHERS,
Of Counsel for the Petitioner.

Francisco Dusuau De la Croix, the above petitioner, maketh oath that the material facts in the above petition set forth, are true, to the best of his knowledge and belief.

Signed, DUSUAU DE LA CROIX.

Sworn to before me, August 18th, 1813.

THOS. BEAL, *Reg. Wills.*

It is ordered that the several notaries of this city do appear before the court, at this office of the register of wills, to-morrow, the 19th instant, at 9 o'clock, A. M. precisely, in order to comply with the prayer of this petition.

New Orleans, August 18th, 1813.

Signed, JS. PITOT, *Judge.*

Recorded, folio 298th, vol. 16th.

STATE OF LOUISIANA, *Parish of Orleans.*

To the Honorable James Pitot, Judge of the said Parish.

The petition of Richard Relf, one of the testamentary executors of the last will and testament of Daniel Clark, deceased, being desirous to have the execution of said will as soon as possible completed, prays the seals affixed may be removed, and that an inventory of the goods may be ordered to be made by your petitioner, and that appraisers may be appointed to appraise the same, and &c. And your petitioner will ever pray, &c.

F. L. TURNER,
Atty. for the Plff.

AUGUST, 18th, 1813.

Let the seals be removed to-morrow, at ten o'clock, and let an inventory and appraisement take place, according to law; Mr. Moreau Leslet being appointed counsel for the absent heirs.

New Orleans, this 18th August, 1813.

Signed, JS. PITOT, *Judge.*

Recorded, folio 298th, vol. 6th.

PARISH OF NEW ORLEANS, *Court of Probates.*

At a session of the court of probates in and for the parish and city of New Orleans, holden at the city of New Orleans, and at the office of the Register of Wills, on Tuesday, the 19th day of August, in the year of our Lord 1813, and the 28th year of the Independence of the United States of America, personally appeared the undersigned notaries public of this city, who do depose and say that there is not, nor ever was any testament nor codicil, nor any sealed packet deposited in their office by the late Daniel Clark, nor any other deposition *mortis causa*, whatsoever, passed before them by the same, or deposited in their office.

In witness whereof, they have hereunto set their respective hands, the day and year first above written.

Signed,
PIERRE PEDISCLAUX,
CLAUDE DE JEAN,
STEPHEN DE QUINXONES,
M. LAFITTE,
MICHEL DE ARMAS, *Not. Pub.*
JOHN LYND,
NARCISSUS BROUTIN,
Notary Public.

Ne varietur.

JAMES PITOT, *Judge*.

Daniel Clark. In the name of God: I, Daniel Clark, of New Orleans, do make this my last will and testament.

In premis. I order that all my just debts be paid.

Second. I leave and beqeath unto my mother Mary Clark, now of Germantown, in the State of Pennsylvania, all the estate whether real or personal, which I may die possessed of.

Third. I hereby nominate my friend, Richard Relf and Beverly Chew, my executors, with power to settle every thing relating to my estate.

Ne arietur. New Orleans, 20th May, 1811.

J. PITOT, *Judge*.

Signed DANIEL CLARK.

Know all men by these presents, that on the seventeenth day of August, in the year of our Lord one thousand eight hundred and thirteen, and the thirty-eighth of the Independence of the United States of America, personally appeared before me, James Pitot, judge of the court of probates in and for the city and parish of New Orleans, Paul Lanusse, and Louis Seré, both residents in the city of New Orleans, who being duly sworn agreeably to law, declare and say, that a packet folded up as a letter, sealed with a red wafer, which I presented to them, and bearing the following subscription: "This is my olographic will. New Orleans, 20th May, 1811. Daniel Clark." That the same is the proper handwriting of him the said Daniel Clark.

PAUL LANUSSE.
LOUIS SERE.

Sworn to and subscribed before me, New Orleans, August 17th, 1813.

J. PITOT, *Judge*.

Wherefore I the said judge caused the said packet to be broken open, in which was found one writing page signed Daniel Clark, and after caused the same instrument to be read in presence of the above named witnesses, who did further recognize the same to totally written by the late Daniel Clark.

PAUL LANUSSE,
LOUIS SERE.

I do hereby declare that the said instrument is duly proved according to the law of this State, as being the last will and testament in scriptis of the late Daniel Clark, and order the said last will to be deposited and recorded in the register's office of this court, that copies thereof may be delivered to all persons it may concern.

J. PITOT, *Judge*.

Before me, John B. M. Brierre, deputy register of the court of probates for and in the parish of New Orleans, personally appeared Richard Relf, Esq., who solemnly swears that he will well and faithfully perform all and singular the duties of a testamentary executor of the late Daniel Clark, deceased, so help me God!

Signed RICHARD RELF.

Sworn and subscribed before me, New Orleans, this 27th day of August, 1813.

BRIERRE, *Deputy Register.*

Before me, John B. M. Brierre, deputy register of the court of probates, for and in the parish of Orleans, personally appeared Beverly Chew, who solemnly swears, that he will well and faithfully perform all and singular the duties of a testamentary executor of the late Daniel Clark deceased. So help me God!

BEVERLY CHEW.

Sworn and subscribed before me, New Orleans, this twenty-first day of January, 1814.

Signed BRIERRE, *Dy. Register.*

The government of the State of Louisiana, to all to whom these presents shall come greeting:

Whereas, Beverly Chew of the parish of Orleans, named and appointed one of the executors of the last will and testament of Daniel Clark, late of the parish aforesaid, deceased, having duly proved the same and applied to the court of probates, in and for the parish of Orleans, by petition praying the said court to grant letters testamentary thereon. Now know ye, that the said Beverly Chew, has been and he is hereby authorized and empowered to collect the goods and effects which were of the said estate of the late Daniel Clark, deceased, and to make a just inventory thereof, and all other lawful acts to do and perform, as executor testamentary of the said last will and testament. Witness J. Pitot, Esqr., judge of the court of probates in the parish of Orleans, this twenty-first day of January, in the year of our Lord, one thousand eight hundred and fourteen, and the thirty-eighth of the independence of the United States.

Signed THOS. BEAL,
Register of Wills of the Parish of Orleans.

The government of the State of Louisiana, to all to whom these presents shall come, greeting:

Whereas, Richard Relf of the parish of Orleans, named and appointed one of the executors of the last will and testament, of Daniel Clark late of the parish aforesaid, deceased, having duly proved the same, and applied to the court of probates in and for the parish of Orleans, by petition, praying the said court to grant letters testamentary thereon.

Now, know ye, that the said Richard Relf has been and he is hereby authorized and empowered to collect the goods and effects which were of the said estate of the late Daniel Clark deceased, and to make a just inventory thereof; and all other lawful acts to do and perform as executors testamentary of the said last will and testament. Witness, Js. Pitot, Esqr. judge of the court of probates for the parish of Orleans, this twenty-seventh day of August, in the year of our Lord, one thousand eight hundred and thirteen, and the thirty-eighth of the independence of the United States.

Signed THOS. BEAL,
Register Wills of the Parish of Orleans.

To the honorable James Pitot, judge of the court of probates in and for the parish and city of New Orleans.

The petition of Richard Relf testamentary executor of the late Daniel Clark, humbly sheweth. That your petitioner has been duly empowered by the late Daniel Clark to settle all his affairs; that by the situation in which your petitioner, found the the said estate, he thought it impossible to discharge the debts of the estate without the assistance of the banks or of friends, who will be disposed to advance money for that purpose, or without sacrificing the property of the deceased, and the interest of the creditors as well as that of the heirs.

Wherefore, your petitioner prays your honour to grant him the necessary authorization with the consent of the counsel for the absent heirs, to mortgage, or give in pledge, all such of the properties and effects of the estate, he will think proper, to obtain money to discharge the debts of the estate, and even to bind himself as executor to obtain the removal of such of the notes drawn or endorsed by the late Dl. Clark, that he will find necessary or convenient to renew, in order to avoid the sacrifice of the estate by an immediate sale for cash or at terms of credit so short, that it would be impossible to obtain a price proportionate to the value of the property, and your petitioner as in duty bound will ever pray etc.

Signed RICHARD RELF.

I do consent that this prayer of the petitioner be granted, as a proper mode, the best calculated for the interest of the heirs of the deceased.

MOREAN LESLET,
of counsel for absent heirs.

New Orleans, August 27th, 1813.

Let the prayer of this petition be granted with the consent of the counsel for the absent heirs. New Orleans, August 27th, 1813.

JS. PITOT, *Judge.*

Recorded. Folio 299th. vol. 6th.

To the honorable the Judge of the Court of Probates in and for the Parish of New Orleans.

The petition of Richard Relf of this city, merchant, respectfully sheweth, that late Daniel Clark of this city, deceased, by his olographic will, duly proved before your honorable court on the seventeenth instant, appointed your petitioner and Beverly Chew of this city, merchants, his testamentary executors, with power to settle every thing relating to his estate. That in consequence of the absence of said Beverly Chew of this State, your petitioner remains for the present sole testamentary executor of said deceased. Wherefore he prays that it may please your honor to order that testamentary letters may be delivered to him according to law; and, as in duty bound, your petitioner will ever pray.

Signed RICHARD RELF.
MOREAU LISLET,
Of Counsel for the absent heirs.

Let testamentary letters be delivered to the petitioner, according to law. New Orleans, 27th August, 1813.

Signed JS. PITOT, *Judge.*

Recorded folio 299th, vol. 6th.

To the honorable Js. Pitot, Judge of the Court of Probates in and for the Parish and City of New Orleans.

The petition of Richard Relf, testamentary executor of the late Daniel Clark, humbly sheweth, that your petitioner prays your honor to grant him the necessary authorization that he might sell the moveable and immoveable property of the estate of the deceased at public auction, in the manner and form described by law, that is, after ten days' advertisements for the moveable effects, and thirty days' advertisements for the slaves and other immoveable effects; and your petitioner, as in duty , will ever pray.

Signed RICHARD RELF.

Let sale take place as prayed for, according to law. New Orleans, August 27th, 1813.

Signed JS. PITOT, *Judge.*

To the honorable Js. Pitot, Judge of the Court of Probates for the Parish of New Orleans.

The petition of Richard Relf, one of the testamentary executors of the late Daniel Clark, humbly sheweth, that by the appraisement made on the 5th of October last of several slaves of the estate of Daniel Clark, they have been estimated so high that when they have been offered for sale, on this day, at public auction, it was impossible to obtain the price of this appraisement. And whereas there are now many respectable planters and other persons collected to become bidders to that sale, who may be absent on another day, if the auction is postponed, whereby the estate

may be greatly injured, your petitioner prays your honor to order that a new appraisement be made immediately, by three respectable planters or other persons, having, as far as possible, a knowledge of the character and talents of the said slaves; and your petioner, as in duty bound, will ever pray, &c.

Signed RICHARD RELF.

I do consent to a new and immediate appraisement of the slaves, who have been offered for sale, and whose price of appraisement has not been obtained.

MOREAU LESLET,
Defendant of the absent heirs.

Let an appraisement be made as prayed for. New Orleans, October 4th, 1813.

JS. PITOT, *Judge.*

Recorded folio 300th, vol. 6th.

To the honorable James Pitot, Judge of the Court of Probates in and for the Parish and City of New Orleans.

The petition of Beverly Chew respectfully sheweth, that by the last will and testament of the deceased, of Daniel Clark, he was, conjointly with Richard Relf, appointed executor, but that owing to his absence from this State until within a short time, he has been prevented from complying with the formalities necessary to authorize him to act in said capacity; wherefore he prays that your honor will order that letters testamentary may issue conformable to the will; and your petitioner, as in duty bound, will ever pray, &c.

Signed BEV. CHEW.

Let letters testamentary be delivered to the petitioner, according to law. New Orleans, January 21st, 1814.

JS. PITOT, *Judge.*

Recorded folio 300th, vol. 6th.

My Dear Sir: The period allowed by law for the presentation directly to the court of probates of papers on the subject of Relf and Chew's application in regard to the late Daniel Clark's estate having elapsed, I wish to use the medium of your position as counsel for the other party claiming the curatorship of said estate, to express my earnest and uncompromising opposition to the appointment of said Relf and Chew. I represent the rightful heir of said Clark, and I have therefore the highest claim to ask that said estate be placed in honest and judicious hands. Above all it is my privilege and duty to protest against the appointment of those, who in the administration of the very same estate, have proved themselves unworthy.

But there is even a stronger ground against the appointment than proved unworthyness; which ground is that the said Clark some

time previous to his death withdrew from the said Relf and Chew his confidence, and in his last will carefully excluded them from any management of his succession, and that the said Relf and Chew might have no power over his estate, which their former intimate relation to him would otherwise give to them.

He, the said Clark, in his said last will minutely described all his various and extensive wealth, and particularly explained all his business.

It should be stated, as it forms a fact of this branch of their unfitness, that the said Clark some months before his decease, in attempting a settlement with the firm of Chew and Relf, had with them a serious disagreement, so serious as to alienate them from his confidence.

Another ground of inseperable objection to the appointment of said Relf, is the extraordinary manner in which said Clark's last will disappeared, in consequence of which these last wishes, which in consequence of which the dishonor of insolvency has rested upon said Clark's name, in consequence of which the rightful, and by the said last will, the instituted heir of said Clark's estate was defrauded of her rights, and the said Clark's estate has been wholly and absolutely under the control of said Relf and Chew, and no human being save the said Relf and Chew has any knowledge of the papers, condition, or management of said succession, except as to the management, that they have proceeded contrary to, and in violation of the very laws that were enacted for the express purpose of protecting the interest of heirs.

And a further consequence is, that no human being, unless the said Relf and Chew has derived any benefit from said estate except the miserable pittance allowed by said Relf and Chew to, said Clark's mother for sustenance during her lifetime being considered a benefit.

Now let us consider the document through which the said Relf and Chew claimed to become testamentary executors of said Clark's estate. That paper was made under circumstances to close it with no more force than the power of attorney.

That paper was made in an exigency; that exigency passed away. That paper was made on the eve of said Clark's departing on a voyage, and was to take effect only in case he died before his return to New Orleans. Said Clark returned to New Orleans, and in addition to the said paper being cancelled by the extinction of the causes that gave it its ephemereal existence, said Clark superseded said paper by a complete and deliberate last will, in which said last will said Clark superseded said Relf and Chew as testamentary executors by constituting Chevalier de la Croix, Colonel D. D. Bellechasse, and the late Judge Pitot, testamentary executors.

Connecting these facts, with the suspicions that attach to said Relf, in regard to the disappearance of said last will, and the claims of said Relf and Chew to the curatorship of said succession on the grounds of their being said Clark's testamentary executors are

slender enough, and when that ground is taken away from them, all their pretensions to said curatorship, vanish, for their being appointed by Mrs. Clark her attorney, and after her death their being appointed by her executor, his attorney, was on account of their appearing to be said Clark's executors.

Mrs. Clark in the first instance, and her executors in the second instance, living at a distance and ignorant of the peculiar circumstances of the time serving will, *and ignorant of the peculiar circumstances of the time serving will*, and ignorant of the peculiar circumstances of the real and last will, very naturally judged that those who were under the greatest obligation to said Clark ought to be most faithful to the interest of his succession.

But I have yet to learn that the betrayal of high trusts established claim to further honor and confidence. Heretofore, both in morals and in law, misdemeanors in that respect have been treated as the most enormous that happen in life; and the crime of such misdemeanors has been estimated in proportion to the magnitude of the trusts betrayed by this rule of the said Relf and Chew's pretentions, on the ground of being trusted by said Mrs. Clark and her executors would operate as a total disqualification to their appointment to said curatorship.

Now, as to the administration of said Relf and Chew, did they at the term of a year (as the law directs) present to the court of probates a full account of the affairs of said estate, and a full account of their management of said estate?

No.

And did they (as is required by law) at the term of one year, surrender their functions as executors?

No.

And did they, at the time of a year pay the court of probates, showing cause why that their functions as executors might be prolonged?

No.

And did they show to the court of probates the causes of delay in settling said estate?

No.

Have they ever at any subsequent period presented to the court of probates on account of their administration?

No.

Have the said Relf and Chew ever been governed by the authority of the court of probates?

Never, except during the very brief period of Moreau Leslet's being attorney for the absent heirs. From that time said Relf and Chew have managed said estate in their own way as executors and attorneys, and Mrs. Clark living away, and even if she had been disposed, kept too poor to be enabled to take measures, they defied the court of probates.

Since the death of Mrs. Clark the said Relf and Chew, although having immediately after receiving it, transferred the power of attorney bestowed upon them by Mrs. Clark's executor, have never-

theless exhibited the solemn mockery and flagrant fraud of continuing to make public acts under the title of executors of said D. Clark, and attorneys of said Mrs. Clark's executors; and even, although not long since, they acted as if said succession was vacant, they had the folly and hardihood to come into court of probates and claim to represent said succession.

It is amazing that they dared come into the presence of said court after having in every instance treated its authority with contempt.

It is to be stated as a further inseperable objection to the appointment of said Relf and Chew, that the estate is now unsettled, although, on the 6th of April, 1814, nearly eight months after said Daniel Clark's death to that, ample time was afforded for investigations.

The said Relf and Chew, at a meeting of creditors called in due form at the notary's, alledged to have ample funds and a surplus, and only requested the privilege of having all debts in three equal annual instalments, and pledging themselves to make all payments in the time and manner aforesaid, still at the time of said Mrs. Clark's death, six years afterwards, they had made no settlement of said estate, and now, seventeen years after the extreme time asked for by them, there has been no settlement, and the heirs under Mrs. Clark's will are as ignorant of the condition and administration of said estate as the ——. And yet they, the said Relf and Chew demand the curatorship of said estate.

If they have not been able to bring to an end their executorship in twenty- one years, how long will they be occupied in discharging their curatorship ?

And if the affairs of said estate and the conduct of said Relf and Chew have been buried in Egyptian darkness for twenty-one years, when will they be permitted to see the the fair light of Heaven ?

We are to judge of the future by the past, and judging by the past, what guarantee hath the court that the said Relf and Chew will do their duty ?

Nay, they have the strongest guarantee that they will not do their duty. It is high time that these matters were examined.

There is yet a few inseparable objections to the appointment of said Relf and Chew, the almost certainty, that is as nearly as we can be certain, in regard to this Clark's business, that the said Relf and Chew have considered the said Clark as a partner with, and that the said Relf and Chew have commercial accounts to settle with said succession. This by law constitute a complete disqualification to this appointment as curators.

It is contrary to reason and justice that the affairs of a succession be hid, and it is most expressly contrary to the laws that an executor hold papers or property longer than a year, without the leave of the court of probates for sufficient cause, and yet for twenty-one years said Relf and Chew have worked in darkness and held all papers and property of said succession without any authorization of said court.

Alledging the foregoing to be facts, I protest most solemnly and earnestly against the appointment of said Relf and Chew, and as I am hindered by the delay in appointing a curator from vindicating my wife's rights, I pray that this question be summarily dedecided.

I am, &c.

Signed, WM. WALLACE WHITNEY,
Husband of Mira Clark.

Filed 24th April, 1834.

Know all men by these presents, that I, Joseph Reed, of Philadelphia, and State of Pennsylvania, executor of the last will and testament of Mary Clark, late of Germantown, of the county of Philadelphia, deceased, have made, constituted, and appointed, and by these presents, do make, constitute and appoint, and in my place instead, put and depute Richard Relf and Beverly Chew, of the city of New Orleans, in the State of Louisiana, my true and lawful attornies, jointly and severally for me and in my name, for my use, to ask, demand, sue for, and recover, and receive all such sums of money, debts, goods, wares, and other demands whatever, that is, or shall be due, owing, payable and belonging to me, as executor aforesaid, by any manner or means whatever, and also to grant, bargain, and sell all the lands, tenements, and hereditaments whatsoever belonging to the said Mary Clark, or to which she is in any manner or way entitled to or by, from, or under the will of the late Daniel Clark, of the city of New Orleans, situated in the said State of Louisiana or the Territory of Florida, or elsewhere within the United States or the territories thereof, and all the estate, title, right, and interest of the said Mary Clark therein, unto such persons or person and for such price or prices as they, my attornies, may think proper; and also for me, and in my name, place, and stead, and as my proper act and deed, to sign, seal, deliver, and acknowledge all such deed and deeds of conveyance as shall be necessary for the absolute granting and of seeing the premises unto the purchaser in fee simple, giving and granting unto my said attorney by these presents my full and whole authority as executors as aforesaid in and about the premises, to have, use, and take all lawful ways and meaus in my name for the purpose aforesaid, and upon the receipt of any debts, dues, or sums of money, (as the case may be,) acquittances, or other sufficient discharges, for me and in my name to make, seal, and deliver, and generally all and every other act or acts, thing or things, device or devices in the law whatsoever needfull and necessary to be done in and about the premises, for me and in my name, to do, execute, and perform as fully, largely, and amply to all intents and purposes, as I myself might or could do if personally present, and attorneys one or more under them for the purposes aforesaid, to make and constitute, and again at pleasure to revoke, hereby ratifying, allowing, and holding for firm and effectual all and

whatsoever my said atttorneys shall lawfully do in and about said premises by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, this second day of December, in the year one thousand eight hundred and twenty-three.

Signed, JOSEPH REED.

Sealed and delivered in the presence of us,
JOHN AUTENU,
ROBERT WHARTON, *Mayor.*

On the thirteenth day of December, Anno Domini 1823, personally appeared before me, Robert Wharton, mayor of the city of Philapelphia, the above named Joseph Reed, and acknowledged the above written letter of attorney to be his act and deed, and desired the same to be recorded as such according to law.

In witness whereof, I have hereunto set my hand and affixed the seal of the city the day and year above written.

ROBERT WHARTON, *Mayor.*

I, Carlile Pollock, a notary public in and for this city of New Orleans, duly commissioned and sworn, do hereby certify the foregoing to be a true copy of the original act of procuration deposited in my office by act bearing date the 28th day of April, 1824.

In faith whereof, I grant these presents under my signature and seal of office at New Orleans, this 3d May, 1834.

Signed, CARLILE POLLOCK,
Not. Pub.

("In the county of Philadelphia." This reference app'd.)

Filed 5th May, 1834. C. P.

Be it known, that on this day before me, Carlile Pollock, notary public in and for the city of New Orleans, duly commissioned and sworn, personally came and appeared Richard Relf and Beverly Chew, both of this city, the attornies named in the original act of procuration granted in Philadelphia on the 2d day of December last past by Joseph Reed, executor of the last will of the late Mary Clark, deceased, duly deposited in my current register on the 28th instant at the request of Richard Relf, who declared that they do by these presents and by virtue of the faculty of substitution contained in said letters of attorney, appoint, and in their place and stead put John Mullamphy, of the city of St. Louis, State of Missouri, to be as well their as the true and lawful attorney and substitute of the sad Joseph Reed, and to do and perform every act and thing contained in the said letter of attorney as fully to all intents and purposes as the said Joseph Reed or these appearers could do in person present, hereby ratifying and comfirming all that the said John Mullamphy shall do therein by virtue of said letter of attorney and hereof.

Done and passed at New Orleans in the presence of George Pollock and William Boswell, witnesses, who have signed their names with the appearers and me, the notary, this thirteenth day of August, eighteen hundred and twenty four.

Signed, RICHARD RELF,
BEVERLY CHEW,
GEORGE POLLOCK,
W. BOSWELL,
CARLILE POLLOCK,
Not. Pub.

I certify the foregoing to be a true copy of the original act on record in my office.

CARLILE POLLOCK,
Not. Pub.

New Orleans, 20th March, 1834.

Estate of Daniel Clark.

COURT OF PROBATES, *April* 29, 1834.

Dusuau de la Croix, witness for the applicant, Shaumburg, sworn, says that he was very intimate*ly* with the late Daniel Clark for a great many years and up to the time of his death; that some few months previous to the death of Daniel Clark he visited deponent on his plantation, and expressed a wish that he, deponent, should become his executor. Deponent at first refused, but after a little, from the persuasion of said Daniel Clark, he consented to become his executor; that in this conversation Clark spoke of a young female then in the family of Captain Davis named Mirah; that said Clark expressed a wish that deponent should become tutor to this female, and that she should be sent to France for education, and that he, Clark, would leave her a sufficient fortune to do away with the stain of her birth; that a month or two after this conversation at the plantation of deponent he, deponent, called to see Clark at his house on the Bayou Road. He then found him in his cabinet, and had just sealed up a packet, the subscription of which was as follows: "*Pour etre ouvert en cas de mort.*" Clark threw it down in the presence of deponent, and told him that it contained his last will and some other papers which would be of service. Deponent did not see the will, nor does he know any thing about its contents, he only saw the packet with the subscription on it as before related. In the conversation he had on his plantation as above related, Clark requested him, deponent, not to say any thing about it to R. Relf and B. Chew; he observed also that he had named R. Relf and B. Chew his executors in a former will, and on that account it was that he wished nothing said to said R. Relf and B. Chew; that after the death of Clark witness was not much sur-

prised that the last will of Clark was not produced or found, for it is to his knowledge that Clark had requested several other persons, as he had done deponent, to become his executor; he thinks he made the request to Mr. Bellechasse and to Judge Pitot; that Clark never spoke to deponent about Mirah except on the occasion before related on deponent's plantation; he then spoke of her as his daughter. Clark observed to deponent at the time he showed him the packet which he said contained his will, that in case of his death it would be found in a small black trunk which he had there.

Cross Examined.

That he does not know whether the will of which he speaks was the same that was produced in court. He knows nothing about the contents of the package shown him by Clark.

April 30th.

Dusuau de la Croix, examined in chief, says: That such a length of time having elapsed, to wit, more thaa twenty years, it is impossible for him to say whether the conversation wherein Clark enjoined secrecy about the will with regard to Chew and Relf was at the first interview deponent had with Clark on his, deponent's, plantation, or whether it was at the second interview at the house of Clark on the Bayou Road. He knows the conversation took place as related by him, but precisely when and where he cannot state.

Cross Examined.

That he has been acquainted with Mr. Relf for about thirty years; that his acquaintance with Relf proceeded from the intimacy deponent had with the late Daniel Clark, with whom Mr. Relf was concerned first as clerk, and afterwards he believes as a partner. During the whole of this time he never heard any thing against the character of Mr. Relf. He always considered him a man of probity; that it is to his knowledge that Mr. Relf has filled various public offices of trust, amongst them the office of cashier of the Louisiana State Bank, of which deponent himself was president for a number of years; that he is at the present day cashier of that bank; that deponent never heard any thing against the integrity and correctness of Mr. Relf during the time he, deponent was president. He supposes he must enjoy the confidence of the directors and stockholders to this day, from the circumstance of his continuing in his cashiership; that in the year 1820, when deponent went to France, he named Mr. Leferriet and Mr. L. T. Heleeberg his attornies in fact, and in case of their death, Mr. Relf was named in their stead; that if he had thought Mr. Relf guilty of destroying the last will of Clark, he should not most certainly have named him to act for him; that very often when deponent would visit

Mr. Clark during his last illness (which was short) he would meet Mr. Relf there. He does not recollect if Mr. Relf lived with Clark at the time. He thinks Mr. Relf was there the day Clark died; that he never heard Clark say any thing which would go to show that he had withdrawn his confidence from Mr. Relf except the circumstance of his enjoyning the secrecy of deponent towards him, Relf and Beverly Chew, when he spoke of making another will and naming deponent as his executor.

Principal Examination.

Have you any recollection of any case analogous to the present, in which Mr. Relf was named executor in a will of prior date, when there was an alleged posterior will that was said to have been destroyed, made by the same testator, in which Mr. Relf was not named as an executor?

Answer. No. That when Clark showed deponent the sealed packet as related before, telling him that it contained his will and other papers, deponent naturally supposed it to be the will of which Clark spoke to him on his plantation, to wit, the one which contained the provision naming deponent executor and tutor to Mirah.

May 1st, 1834.

F Pierre Baron Bois Fontaine, witness for applicant, Shaumburg, sworn, says, that he was intimately acquainted with the late Daniel Clark, and was in very friendly terms with him; this intimacy was from many years prior to, and up to the time of his death; deponent was his agent in his estate; deponent was with him during his last illness, and at the time he expired; that he was acquainted with the wife of Mr. Whitney, formerly called Mirah Clark; that he knows her from the day or her birth up to the time of Clark's death. She was born in deponent's house, in Barrack street; that Clark always acknowledged Mirah to be his child from her cradle up to the day of his, Clark's death. He was very much attached to her; he charged that she might be brought up by deponent's sister, the wife of capt. Davis; thatClark, in his last illness, spoke to deponent about his last will and testament: he stated to deponent that he had made his last will, and that it was enclosed with some valuable papers, and deposited in a small trunk, in a room below stairs; he told deponent that he had left the greatest part of his property to his child Mirah, and that he made a disposition in his last will to that effect. That deponent heard Clark tell Lubin, his confidential servant, that in case of his death, the small black trunk was to be delivered to Mr. Dusuau de la Croix; that he heard Clark say when on his death bed, that Bellechasse, De la Croix and judge Pitot, were the executors named in his last will, he also said that Mr. De la Croix was named tutor to Mirah Clark, now the wife of

Mr. Whitney. That Mr. Relf, at the time Clark expired, took the keys from the armoir, as deponent naturally supposed, to lock up the effects of the deceased. Mr. Relf went out of the room after he had taken the keys, and sent Lubin somewhere, he does not recollect where. Deponent never saw the last will of Clark, he only saw the package when Clark showed it to Mr. De la Croix; he was very much astonished after Clark's death that the will did not appear, and his impression was at the time, that the will had been withheld or destroyed.

Cross Examined.

It was in the afternoon that Clark died; that Mirah Clark, in public, passed by the name of Mirah Davis, this was through the pride of Captain Davis and deponent's sister, his Davis' wife; the mother of Mirah Davis is Mrs. Degrange. That he has known Mr. Relf for upwards of thirty years, and never heard his integrity called in question, he has always enjoyed the confidence of the public, and has filled many offices of trust, and fills one at the present day.

May 2d, 1834.

Pierre Baron Bois Fontaine re examined on part of opponents.

That he had charge of the plantation of Mr. Clarke called Houmas Brule, and other plantations, for some years prior to, and up to the time of his, Clark's death; that all this time Mr. Relf was charged with the business of said Clark in the city, and deponent always went to him about the plantation affairs of said Clark; that during the whole of this time Mr. Relf and Mr. Clark were on the most intimate and friendly terms; Mr. Relf lived in the same house with him; that witness does not believe, from all he saw, that Mr. Clark ever withdrew his confidence from Messrs. Relf and Chew.

Examination in Chief resumed.

That he never heard Clark mention any other persons as his executors of his last will, of which he spoke to deponent, than Col. Bellechasse, Judge Pitot and Dusuau de la Croix.

Hubers Remy, witness for the opponents, sworn, says: That he has been in the city of New Orleans forty-two years, and has known Mr. Richard Relf ever since; he, Relf, came to this place, which was a few years after deponent, it is more than thirty years ago. Mr. Relf was quite a boy at the time he first went to live with Mr. Shaling's; he, Shaling, was intimate with the late Daniel Clark, and he, Clark, prevailed on him to let him have the services of Mr. Relf to assist him, Clark, in his business, accordingly Mr. Relf

went to Mr. Clark's, and continued many years with him in the capacity of clerk, and gained his esteem and confidence. That Mr. Clark made a trip to Campeachy and other places, where he was gone several months, and Mr. Relf was charged with the whole business; that he never heard during, the long acquaintance he has had Mr. Relf, his integrity and honesty called into question, he has always sustained in this community the highest character for integrity and honesty; that he has filled many public offices of trust, and fills one at the present day; that it is to his knowledge that Mr. Relf resided with the late Daniel Clark at his residence on the Bayou road, both during and after the last illnesss; that deponent was himself intimately acquainted with the late Daniel Clark, and during his last illness would frequently send his son and other persons to enquire after his health. Mr. Relf would sometime send word that Mr. Clark was so ill that no one could see him; from that circumstance, deponent knows that Mr. Relf was there. Deponent really believed that Mr. Clark reposed confidence in Mr. Relf to the last moment of his, Clark's life. Witness does not believe Relf capable of destroying a will.

Cross Examined.

Deponent never heard Clark mention any thing about testamentary disposition.

Jean Canon, being duly sworn for opponents, deposeth: That he is a native of the country, and knows Mr. Relf from his childhood. Knew Clark very intimately; Clark rendered him many important services; was a neighbor of Clark, deponent living nearly opposite Clark's house. Clark was as intimate with Relf as a father and son could be. Clark reposed entire confidence in Relf and Chew; does not believe that Clark ever withdrew his confidence from Relf. The same day on which Clark died, Clark sent for deponent to request to deponent to attend to the delivery of certain negroes, sold by Clark. Deponent not knowing the names of the negroes, called on Clark for them, Clark called on Relf, who gave their names to deponent, who then made the delivery. Towards sun down on the same day, deponent returned to Clark's house, and seeing all the doors open, and Mr. Relf walking to and fro in the gallery, suspected that Clark was dead, which was the case. Mr. Relf then lived with Clark. Deponent does not believe Relf capable of destroying a will, he should have witnessed such a thing, and even then he would not believe his eyes.

Cross Examined.

Clark considered Mirah to be his daughter, Clark told deponent that Mirah was his daughter, and deponent recognized Mrs. Whitney to be the aforesaid Mirah. Clark requested deponent to buy a small

Choctaw horse and saddle for Mirah, and deponent having complied with the request, delivered the horse, &c., to Mirah, who lived at Captain Davis', who resided at Terre aux Boeufs. Clark spoke very often to deponent about Mira, and manifested great affection for her. Deponent knows nothing of Clark's testamentary dispositions. Clark always told deponent that Mira was his daughter, and that he loved her, and that he would leave her all that he could as a father.

Gallien Preval, witness for opponents, sworn, declares: That he knows Relf for the last twenty years; knew the late Daniel Clark; thinks that the relations between these gentlemen were intimate. Deponent saw Relf at Clark's house when Clark died; he went several times during Clark's sickness; deponent was a magistrate, and as such, affixed the seals on the effects of the deceased, he recognized the process verbal as being made by him. Relf has filled several responsible offices in this community; has and does enjoy the confidence. Deponent has no reason to suspect that Mr. Relf would destroy a will.

Cross Examined.

Judge Pitot told deponent that he, Pitot, thought that Clark had made another will. From the manner in which the proces verbal is drawn up deponent is inclined to think that Relf must have taken the will out of the trunk in presence of him, Preval. It was not a custom with deponents to allow any person but himself to examine the contents of trunks of deceased persons. Witness does not recollect that there was any seal upon the trunk, does not recollect that the trunk was locked, does not recollect whether the package containing the will was sealed or not; witness does not recollect any particulars, as for the last twenty years he has had a very great number of estates on which to affix the seals, and too much official business to recollect details.

Louis Sere, witness sworn for opponent, deposes that he knows Relf since 1805, and Clark since 1805; witness came to New Orleans in 1805, Clark was very intimate with Chew and Relf, that intimacy lasted until Clark's death; knows of no circumstance tending to show that Clark had withdrawn his confidence from Relf and Chew. Relf lived with Clark until Clark's death, that is some time before Clark's death; Relf has always enjoyed the reputation as an honest man, never heard any thing derogatory of Relf, quite the contrary; in all the dealings deponent had with Relf he found him correct, for ten years consecutively he dealt with Relf, their transaction were very great. Deponent considers Relf incapable of destroying a will.

Cross Examined.

Knew nothing of Clark's testamentary dispositions from Clark himself; never heard any thing of a posterior will being made by

Clark; the transactions of deponent with Clark were of a mercantile character.

Filed 5th May, 1834.

The opposition of R. R. Keene to the pretentions of Relf and Chew in respect of the curatorship of the estate of the late Daniel Clark, court of probates in and for the city and parish of New Orleans, in the State of Louisiana.

Before this honorable court this opponent in his proper person appears and respectfully sets forth, that denying as he does the truth of the alledged creditorship of said Relf and Chew, he avers himself to be a creditor of said Daniel Clark, which is vacant, and contends that said Relf and Chew are unfit and incapacitated for receiving letters of administration or curatorship of said estate on the following grounds and for the following reasons:

1. As testamentary executors under the will (not the last will) made by said Daniel Clark in May, 1811, they were guilty of gross and culpable negligence in suffering the term of their excutorship to expire without effecting a settlement of said estate.

2. That as the agents of said Mary Clark, mother and heiress of said Daniel, said Relf and Chew had in their power to make a final settlement of the estate aforesaid, but so far from having done so they suffered a long series of years to pass away in the same fruitless manner in which they suffered their said executorship to progress and expire, that is to say with gross and culpable negligence in respect to the settlement of said estate.

3. That as the attornies of the executors of said Mary Clark when for the third time they, the said Relf and Chew, had an opportunity (an opportunity which they ought to have considered as coupled with a strong moral obligation) for consummating the settlement in question, they suffered also that opportunity to pass away without effecting said settlement, and, moreover, in disregard of all rules for the settlement of succession, they substituted their powers as such attornies, in person real or fictitious, who reside not only without the jurisdiction of this honorable court, but even without the limits of the State of Louisiana, as by reference to the accompanying document will more fully appear.

4. That said Relf and Chew were not, as they would ostentatiously have it believed, in the possession or enjoyment of the friendship and confidence of said Daniel Clark at or about the time of his death, because it is a fact that was not only known to the late Judge Pitot but is also now known to the Chevalier de la Croix, Colonel Bellechasse, and the widow Harper, (all of whom were particularly intimate with said Daniel Clark,) that he, said Clark, under peculiar circumstances of solemnity and deliberation, made a will declaring it to be his last will, in the summer of 1813, a short time before his death, and more than two years after his former will of May 1811, in which said last will Relf and Chew were not named as his executors, (they the executors of the said last will being the said

Pitot, La Croix, and Belleshasse,) but, on the contrary, were studiously and with the utmost precaution, on the part of said Clark, kept unacquainted with the existence and contents of said last will of 1813, not surely from feelings of friendship and confidence, on the part of said Clark, but rather, as would naturally seem to be the case, from his suspicions or knowledge of their unworthiness of his friendship and confidence, and that the repeated avowals and declarations of said Clark, in his death epoch, went fully to show that his old will of May, 1811, was allowed by him to remain in deposite in the hands of the chief executor, Relf, therein named, in order, the better, without doubts, to keep him, said Relf and also his colleague, in utter ignorance of his, said Clark's, posterior testamentary dispositions that ousted them from their executorship of said estate, whilst said Clark's last will of 1813 was designed by him to be established at his death as such, and as if, with inspired forecast, to save his estate from the administration of his *soi disant* friends! But, alas! The last will of 1813 of the testator Clark disappeared, misteriously disappeared at his death, when the last will was shown to said Lacroix, by said Clark, as arranged or placed among his, the said Clark's papers, to be opened at his death, and the nominal will of 1811, tho' nullified by said last will of 1813, usurped that last will's place!

From this summary statement, the correctness of which is indisputable, and from the fact of their being no claiming heirs in respect of said estate or succession, it results, in the first place, that the said Relf and Chew are the last persons in the world who ought to have any thing further to do with the administration or curatorship in the estate or succession of said Daniel Clark. This opponent, then relying upon the grounds and reasons of his opposition aforesaid and impugning the opposition of said Relf and Chew, to the nomination of said Charles W. Shaumburg as administrator or curator of the estate or succession of said Daniel Clark, opposes the said claim of said Relf and Chew to the curatorship of said estate just set up by them in their own behalf, and furthermore, he, this opponent, in case said Shaumburg should obtain said administration or curatorship, prayed for by him in manner afore said, (in the allowance of which this opponent would readily acquiesced,) then this opponent prays the honorable judge of said court to grant and allow said curatorship to him, this opponent under such good and sufficient security as may be deemed fit to be required of him.

And this opponent as in duty bound, &c.

R. R. KEENE, *P. P.*

Filed 24th March, 1834.

To the Honorable Charles Maurian, judge of the court of probates in and for the city and parish of Orleans.

The petition of Charles W. Shaumburg, Esq. attorney at law, residing in said parish and city, respectfully sheweth:

That the estate or succession of Daniel Clark, late of said parish deceased, so far from having been settled has been and is in an unclaimed and abandoned condition whilst your petitioner has an interest in the settlement of the same. Therefore your petitioner prays that your honor be pleased to order that letters of administration be allowed him, under competent and adequate security of said estate or succession.

And your petitioner as in duty bound, &c. &c.

(Signed,) CHARLES W. SHAUMBURG.

Let the petitioners application for letters of administration on this estate be advertised according to law.

New Orleans, 5th March, 1834.

(Signed) CHARLES MAURIAN, *Judge.*

Filed 5th March, 1834.

In the matter of the Estate of the late Daniel Clark.

To the Honorable the Judge of the court of probates, in and for the city and parish of New Orleans, State of Louisiana.

Richard Relf and Beverly Chew, residing in the city of New Orleans, come by their attorney, and show your honor that in the month of August, 1813, the above named Daniel Clark having departed this life, and his last will and testament having been duly proved in your honorable court, letters testamentary were granted by said court to said Relf and to said Chew in the month of January, 1814, they, said Relf and Chew, having been duly named, appointed and sworn as executors of said estate, and that they proceeded to do and perform all acts by law of them in behalf required; and the said Relf and Chew further show that the said Daniel Clark never having been married, and leaving no legitimate descendants, and having the right to dispose of his estate as he saw proper, devised the same entirely and absolutely to his mother, all which will appear by reference to said last will of said Clark; and further show the said Relf and Chew, that the said mother of said Daniel Clark, being of age and as authorized, there being no minor heirs of said Daniel Clark, and the estate of said Daniel Clark being involved in much litigation and embarrassment owing to defect in titles to land held and claimed by him, did authorize and empower the said Relf and Chew to act as her agents in all things touching said estate, and to conduct and manage the same according to the best

of their skill and judgment; and further shew the said Relf and Chew, that some time after their appointment as agents as the said mother of the said Daniel Clark, she departed this life, having previously made her will, and appointed William Hulings and Joseph Reed, of Philadelphia, Pennsylvania, her testamentary executors, and the said Mrs. Clark having left no minor heirs the same powers were conferred upon the said Relf and Chew, by the said executors, as had been granted to them by the said Mrs. Clark in her life time.

Now the said Relf and Chew show that in compliance with the terms of the will of the said Daniel Clark, and in pursuance of the authority of his legal testamentary heir, and of her executors, there being no minor heirs to the estate, either of the said Daniel Clark, or of his testamentary heir, they, the said Relf and Chew, managed, and have ever since managed and conducted the estate of the said Daniel Clark in such manner as they were advised, was in conformity with law, and best calculated to promote the interests of the heirs of said estate, and of all persons having any just and legal claims thereto. And the said Relf and Chew further show that owing to the defects in the titles to the greater part of the land claimed and believed to belong to said Daniel Clark, the same being situated in that part of Louisiana denominated Florida, and now and for many years past under consideration of the proper department of the government of the United States of America, all which matters and things have hitherto prevented, and will prevent the final liquidation of the affairs of the estate of said Daniel Clark; all of which said Relf and Chew present to your honor in explanation a justification of their conduct as executors of the estate of said Daniel Clark, and as the legal representatives of the heirs of said Daniel Clark: and the said Relf and Chew do now come into court and specially charge and alledge all the matters and things by them herein before stated, as their joint and several opposition to the claim of one Charles W. Shaumburg, who has filed a petition in your honorable court, praying for letters of curatorship, in the said estate of Daniel Clark. The said Shaumburg, whom your opponents believe to be a minor, pretending under various frivolous and fictitious pretexts that he has an interest in the settlement of the estate of said Daniel, which he asserts is vacant, abandoned, unclaimed and unadministered.

But your opponents alledge that said estate is not vacant, but is represented by them; these opponents deny that the said Shaumburg is a creditor of said estate, or has any interest whatever therein, in consideration of all which, your opponents pray the decree of your honor, that said estate of said Daniel Clark be declared not vacant, but represented, and that the said petition of said Shaumburg be dismissed at his costs.

But if under the peculiar circumstances of this estate of said Daniel Clark, your honor should be of opinion that said estate can and ought to be considered as vacant, and liable and proper to be

administered upon as a vacant succession, then these opponents say that the administration of the same should not be granted, and they oppose the granting of said administration to said Shaumburg and themselves claim said administration, because they are creditors of said estate, were the friends of the said Daniel Clark in his life time, have been and are still the agents of the heirs of said estate, and as these opponents are in duty bound, &c. &c. By their attorney.

Signed L. C. DUNCAN.

Filed 24th March, 1834.

IN THE COURT OF PROBATES,
In and for the City and Parish of New Orleans.

Monday, 31st March, 1834.

Present the Honorable Charles Maurian, judge.

Estate of Daniel Clark. On motion of R. R. Keene, Esq., it is ordered by the court that the opposition by him filed to the pretentions of Chew and Relf for the curatorship of this succession be fixed for trial for Tuesday, the 8th day of April next, at 9 o'clock A. M., and that notice thereof be given to the adverse party.

IN THE COURT OF PROBATES,
In and for the City and Parish of New Orleans.

Tuesday, 8th April, 1834.

Present the Honorable Charles Maurian, judge.

Estate of Daniel Clark. On motion of R. R. Keene, Esq., on behalf of C. W. Shaumburg, it is ordered by the court that the opposition of Richard Relf and Beverly Chew to the application of said Shaumburg for letters of curatorship on this estate, be fixed for trial for Monday next, the 14th inst., at 9 o'clock, A. M., and that notice thereof be given to said Chew and Relf.

IN THE COURT OF PROBATES,
In and for the City and Parish of New Orleans.

Tuesday, 15th April, 1834.

Present the Honorable Charles Maurian, judge.

Estate of Daniel Clark. On motion of R. R. Keene, Esq., of counsel for Charles W. Shaumburg, the applicant for the curator ship of the estate, it is ordered by the court that the opposition of B. Chew and Richard Relf be fixed for trial for Friday next, the 18th day of the present month, at 9 o'clock, A. M.

In the Court of Probates,
In and for the Parish and City of New Orleans.

Friday, April 18th, 1834.

Present the Honorable Charles Maurain, Judge.

Estate of Daniel Clark. On motion of R. R. Keene, Esq., on behalf of C. W. Shaumburg, the applicant for the curatorship of this estate, it is ordered by the court, that the opposition of R. Relf and B. Chew to the application of said Shaumburg, be fixed for trial for Thursday next, the 24th day of the present month, at 9 o'clock, A. M., and that notice thereof be given to said R. Relf and B. Chew.

To the Court of Probates,
In and for the City and Parish of New Orleans.

Thursday, April 24th, 1834.

Present the Honorable Charles Maurian, judge.

Estate of Daniel Clark. On motion of R. R. Keene, Esq., on behalf of C. W. Shaumburg the applicant for the curatorship of this estate, it is ordered by the court that the opposition of B. Chew and R. Relf to said applicant's demand, be fixed for Tuesday next, the 29th inst., at 9 A. M.

Recorded Folio 304, F. C.

Aujoudhue dix huitume jour du mois d'aout de l'amee de notre seigneur mil huit cent treize et le trente huitee, ne de l'independance des Etas Unis d'Amerique, quatre heures de relieve, a la requete du sieur Richard Relf et en vertu de l'ordonnance de l'honorable juge de la cour des preuves en date de ce jour "portant qu'il sera procede a l'inventaire du feu sieur Daniel Clark conformement a la loi," nous Thomas Beale, register des testamens pour la ville et paroisse de la Nouvelle Orleans, nous sommes transportes sur le chemin du Bayou en la maison ou est decede dit feu sieur Daniel Clark dans la soiru du seize du present, a l'effet d'y proceder a la levee et reconnaissance des scelles apposers par le sieur Gallien Preval, l'un des juges de paix pour cette ville et paroisse sur les proprietes du dit defunt, ou etant, nous avons trouve le dit sieur Richard Relf, executeur testamentaire du defunt, le sieur Moreau Lislet, avocat nomme par la cour pour representer l'heritiere absente et la sieur Gallien Preval et qualites que precedente, et avons en leur presence et en celle du seiur Prosper Prieur et Sebastien Blondeau, temoins domeciles, requis le sieur Francisco Morales gardiataire des dits scelles, de nous les representer ce qu'il a fait de la maniere suivante Prenuirement sur une

armoire en bois, ou etaient appose les scelles, examen scrupuleux fait d'iceux, par le sieur Gallien Preval, ils ont ete trouves sains et entiers ot nous les avons reconnu tels pour la decharge du dit gardiataire.

Ouverture et examen faits d'eulle nous n'y avons trouves que des papiers que nous avons soigneusement examines, a l'effet d'en extraire les billets susceptibles de prompte echeance, pour ne pas perdre le recours contre les endasseurs, ainsi qu'il fait.

Premierement un billet a ordre de somme de quatre mille quatre cent soixante et une piastres consenti en faveur du defunt per John Lynd en date du 10 Avril 1813, et payable a quatre mois de date, par nous cote et paraphe et inventorie sur la lettre A, numero un to $4,461 00

Item un autre billet a ordre de la somme de quatre cent piastre consente en faveur du defunt, par G. Debuys en date du 7 Juilliet 1813, et payable a soixante jours de date, par nous cote, paraphe, et inventorie sous la lettre B, numero 2. 400 00

$4,861 00

Lesquels billets nous avons remis au dit sieur Richard Relf, executeur testamentaire qui s'en fait charge, et tous les papiers de la dite armoire srupuleusement examines, ainsi que c'eux d'un bureau en acajou, etant dans la meme chambre et n'y ayant trouve su testament ni alltres billets prets a echoir, nous avons reunis tous les papiers que nous avons remis dans la dite armoire, sur la quelle nous avons re-appose les scelles No. 1, et en avons de rechef confie la garde au sieur Francisco Morales, qui a promis sous serment de nous les representer toutes fois et quand il la ura legalement requis et ont toutes les parties signe avec nous les memes jour, mois et an que depus, et nous sommes retires remettant la continuation du present a demain six heures du matin ce dont toutes les parties et temoins se tiennent pour averties.

Signed

RICHARD RELF,
GALLIEN PREVAL,
Juge de paix.
L. MOREAU LISLET,
defensor of the absent heirs.
THOMAS BEALE,
Register of Wills.
BLONDEAU,
PROSPERE PRIEUR.

Et aujourdhui dex neuviéme jour du mois d'aout de l'an de notre seigneur mil huit cent treize et le trente huitième de l'indépendance des Etas Unis d'Amerique sen hurres du matin, heure indequée au précèdent procès verbal, Nous Thomas Beale, register des testamens

pour la ville et paroisse de la Nouvelle Orleans, nous somnus transportés sur le ehemin de bayou, au domicil où est décedé fue sieur Daniel Clark, a l'effet d'y proceder a l'enventaire descriptif et estimatif des meubles, effets, bijoux, argenteries, terres, esclaves, titres, et papiers provenant de la dite, succession, où étant nous avons trouve les sieurs Richard Relf, executeurs testamentaire du defunt, Louis Moreau Leslit, avocat nommé par la cour pour représenter l'héritière absente et avons en leur présence pris le servuent du sieur Prosperè Prieur, et Sebastien Blondeau de bièn et fidèlement se conduire dans les devoirs d'appreciateurs de tout ce qui leur sera présenté comme provanant de la dite succession aprés quoi nous avons procédé comme suit.

Premièrement dans une chambre en bas nous avons trouve les objets suivants.

Un lit a colonnes en bois de merisier garni de trois matelats en barbe espagnole et de contil, un traversin deux oreillus, un mauvair moustiquaire en mousseline avec la garniture estimé par les sus dits appreciateurs la somme de trente cinq piastres - - - -	$35 00
Item : Un petit bureau en noyer en forme de bibliotheque estimé par les mêmes la somme de vingt piastres	20 00
Item : Une petite table en bois de mérisier estimé par les mêmes la somme de trois piastres - -	3 00
Item : Une autre petite table playante en merisier estimé par les mêmes la somme de quatre piastres -	4 00
Item : Une armoire en bois jaune estimé par les mêmes la somme de trente piastres - - - - -	30 00
Item : Douse chaeses en bois peint en verd estimés par les mêmes la somme de douze piastres - - -	12 00
Item : Une paire des pistolets d'arçon avec les fontes estimés par les mêmes la somme de douze piastres -	12 00
Item : Un poignard garnè en argent estimé par les mêmes la somme de trois piastres - - -	3 00
Item : Un sabra garni en cuivre estimé la les memes la somme de douze piastres - - - - -	12 00
Item : Deux paires des rasoirs avec un petit meroir de toilette estimé par les memes la somme des deux piastres - - - - - - -	2 00

Dans la salle du Haut.

Un labaret de porcellain composé de douze tasses et onze saicoupes une thérere, un pot à creme, un sucrier et trois assiettes avec un plateau peint en rouge le tout estimé par le memes la somme de trente piastres -	30 00
Item : Un autre caboret de porcelaine compose de douze tasses, douze sou coupes une cafetière un bowl et trois assiettes avec un plateau peint en noir, le tout estimé par les memes la somme de vingt piastres -	20 00

Item: Un pot a l'eau avec la cuvette estimé par les memes la somme de dix piastres - - -	10 00
Item: Deux vielles tables a jouer estimés par les memes la somme de quatre piastres - - - -	4 00
Item: Une table pleante en meresier estimé par les memes la somme de huit piastres - - -	8 00
Item: Un etui de mathématique et une petite poire a poudre estimée par les memes la somme de quatre piastres - - - - - - -	4 00
Item: Une bibliotheque composée de sept cent trois volumes de divers ouvrages, partie desquels pourront etre reclamés par divers estimée en bloc a la somme de sept cent piastres - - - - - -	700 00
Dix cuellières, douze faerchettes, une cuilliéu a soupe, seize cuilliéres a café vingt quatre cuilliéres a creme, et une pince a sucre, le tolet en argent pest. cent vingt huit onces six gros, estimés par les memes la somme de cent vingt huit piastres soixante quinze cents - - - - - - -	128 75
Item: Une moutre Anglaise a double boitier en or, estimée par les memes la somme de trente six piastres -	36 00
Item: Dix piecès de grosse ratine bleue estimé par les memes a vingt cinq piastres la piéu ensemble la somme deux cent cinquante piastres - - -	250 00
Item: Une partie de fayence bleue despareillée estemeé par le memes la somme de cinquante piastres -	50 00
Item: Dix douzaines de vin rouge estimées par les memes la somme de six piastres la douzaine ensemble la somme de trente six piastres - - - -	36 00
Item: Dix douzaines de vin blanc, estimé par les memes la somme de huit piastres la douzaine, ensemble la somme de quatre vingt piastres - - -	80 00
Que est tout ce que s'est trouér de meubles et effets provenants de la dite succession, apris quoi, nous avons sans dés emparer procéde a el'estimation des esclaves de la succession - - - - - -	$1,489 75

Esclaves.

Un negre nomme Will negre de champs age d'environ trente ans estime par les memes la somme de cinq cents piastres - - - - -	500 00
Item: Un negre nomme Lubin, domestique age d'environ trente cinq ans esteme par les memes la somme de six cent piastres - - - - -	600 00
Item: Lozes mulatre commandeur age d'environ quarate cinq ans estime par les memes la somme de cinq cent cinquante piastres - - - - -	550 00

Item : Solomon negre de champs age de quarante ans estime par les memes la somme de cinq cents piastres 500 00
Item : Jacob negre de champs age de vingt cinq ans, estime la somme de six cents cinquante piastres 600 00
Item : John negre de champs age de seize ans, estime de cinq cent cinquante piastres - - - 550 00
Item : Jacob negre de champs, malade age d'environ dix sept ans estime par les memes la somme de trois cent piastres, vu son etat de maladie - - 300 00
Item : Jacques Eugene negre de champs, age d'environ dix huit ans estime par les memes la somme de cinq cents cinquante piastres - - - - 550 00
Item : Antoine negre de champs age d'environ quarante ans, estime *estime* par les memes la somme de cinq cents piastres - - - - - 500 00
Item : David negre de champs age d'environ cinquante ans, estime par les memes la somme de quatre cents cinquante piastres - - - - - 450 00
Item : Paul, griffe, de champs age d'environ vingt deux ans estime par les memes la somme de quatre cents cinquante piastres - - - - - 450 00
Item : George, negre de champs age d'environ cinquante ans estime par les memes la somme de deux cents piastres - - - - - 200 00
Item : Adam, negre de champs age d'environ cinquante ans estime par les memes la somme de trois cents piastres - - - - - - - 300 00
Item : Doctor David, negre medecin age d'environ trente cinq ans estime par les memes la somme de cinq cents piastres - - - - - - 500 00
Item : Randolph negre de champs age d'environ trente cinq ans estime par les memes la somme de quatre cents cinquante piastres - - - - 450 00
Item : Etienne negre de champs age d'environ cinquante cinq ans estime par les memes la somme de quatre cents piastres - - - - 400 00
Item : Lubin, negre de champs age d'environ quarante ans, estime par les memes la somme de quatre cents piastres - - - - - - 400 00
Item : Ref, negre de champs age d'environ quarante cinq ans estime par les memes la somme de quatre cents piastres - - - - - 400 00
Item : Providence, negre de champs, age d'environ quarante cinq ans estime par les memes la somme de quatre cents piastres - - - - - 400 00
Item : Figaro negre de champs age d'environ trente ans estime par les memes la somme de cinq cents piastres 500 00
Item : Lindor, negre de champs age d'environ trente ans estime par les memes la somme de cinq cents cinquante piastres - - - - - 550 00

Item: Nerisse negre de champs, age d'environ trente cinq ans, estime par les memes la somme de cinq cents piastres - - - - - - 500 00
Item: Nise negre de champs, estime par les memes la somme de cinq cents piastres, le dit negre age de trente ans - - - - - - - 500 00
Item: Isaac mulatre de champs age d'environ dix huit ans, estime par les memes la somme de cinq cents piastres - - - - - - - 500 00
Item: negre de champs age de vingt ans, estime par les memes la somme de cinq cents piastres - - 500 00
Item: Solomon, negre de champs, age d'environ quarante cinq ans, estime par les memes la somme de quatre cents cinquante piastres - - - 450 50
Item: Austin, negre de champs age d'environ vingt cinq ans estime par les memes la somme de cinq cents piastres - - - - - - 500 00
Item: James, nêgre de champs agé d'environ seize ans, estimé par les mêmes la somme de cinq cents piastres - - - - - - 500 00
Item: Gibaud, nêgre de champs agé de quarante cinq ans estimé par les mêmes la somme de quartre cents piastres - - - - - - - 400 00
Item: Wallis, nêgre de champs agé d'environ trente ans estimé par les mêmes la somme de cinq cents piastres - - - - - - - 500 00
Item: Charles, mulâtre de champs agé d'environ quarante ans estimé par les memes la somme de cinq cents piastres - - - - - - 500 00
Item: Jacques, mulâtre de champs agé d'environ trente cinq ans estimé par les mêmes la somme de cinq cents piastres - - - - - - 500 00
Item: Codis, nêgre de champs agé d'environ trente ans, estimé par les mêmes le somme de trois cents piastres - - - - - - - - 500 00
Item: Davis, nêgre scieur de long, agé d'environ soixante ans, par les mêmes la somme de trois cents piastres - - - - - - - 300 00
Item: Cardinal, nêgre de pioche agé d'environ vingt cinq ans estimé par les mêmes la somme de quartre cents cinquante piastres - - - - - 450 00
Item: Teremu, nêgre de champs agé d'environ trente cinq ans estimé par les mêmes la somme de cinq cents piastres - - - - - - 500 00
Item: L'ebene, nêgre de champs agé d'environ quarante ans estimé par les mêmes la somme de quatre cents piastres - - - - - - 400 00
Item: John, nêgre de champs, age d'environ quarante

ans estimé par les mêmes la somme de quatre cents piastres - - - - - - 400 00

Item: Merode, nêgre de champs agé d'environ trente cinq ans estimé par les mêmes la somme de quatre cents cinquante piastres - - - - - 450 00

Item: Willis, nêgre de champs agé d'environ dix huit ans estimé par les mêmes la somme de cinq cents cinquante piastres - - - - - - 550 00

Item: Moise, nêgre de champs, agé d'environ seize ans, estimé par les mêmes la somme de cinq cents piastres - - - - - - - - 500 00

Item: Davis, nêgre de champs agé de vingt ans estimé par les mêmes la somme de quatre cents cinquante piastres - - - - - - - 450 00

Item: Andre nêgre de champs agé d'environ vingt ans estimé par les mêmes la somme de cinq cents piastres - - - - - - - - 500 00

Item: Gress, nêgre de champs agé d'environ quarante cinq ans estimé par les mêmes la somme de quatre cents piastres - - - - - - 400 00

Item: Andre nêgre de champs agé d'environ cinquante ans estimé par les mêmes la somme de deux cents cinquante piastres - - - - - 250 00

Item: Thom, nêgre de champs agé d'environ quarante ans, estime par les mêmes la somme de quatre cents cinquante piastres - - - - - - 450 00

Item: Bobe, nêgre de champs agé d'environ vingt huit ans, estimé par les mêmes la somme de cinq cents cinquante piastres - - - - - 550 00

Item: Alic nêgre de champs agé d'environ trente cinq ans estimé par les memes la somme de quatre cents piastres - - - - - - - 400 00

Item: James, negre de champs agé d'environ soixante ans estimé par les memes la somme de cent cinquante piastres - - - - - - - 150 00

Item: Harry mulatre domestique, agé d'environ quinze ans, estimé par les memes la somme de cinq cents piastres - - - - - - - 500 00

Item: Stouder, negre vacher agé d'environ quarante cinq ans estimé par les memes la somme de quatre cents piastres - - - - - - - 400 00

Item: Arthur négrillon agé de douze ans estimé par les memes la somme de trois cents piastres - - 300 00

Item: Sam, negre de pioche agé d'environ quarante huit ans estropié, estimé par les memes la somme de trois cent piastres - - - - - 300 00

Item: Ledger negrillon agé d'environ onze ans estimé par les memes la somme de trois cent piastres - 300 00

Item: Phebe, negresse de champs agé d'environ soix-

ante ans estimé par les memes la somme de deux cents piastres - - - - - 200 00

Item: Fanny negresse de champs ageé d'environ soixante ans estimée par les memes la somme de deux cents piastres - - - - - 200 00

Item: Anna negresse ageé d'environ vingt deux ans estimée par les memes la somme de trois cents piastres 300 00

Item: Genevieve negresse créole du Natchez ageé d'environ quarante cinq ans, estimée par les memes la somme de quatre cents piastres - - - 400 00

Item: Betty negresse ageé d'environ cinquante ans, estimée par les memes la somme de quatre cents piastres - - - - - - - 400 00

Item: Polly negresse ageé de vingt cinq ans, avec ses deux enfans l'un nommé John ageé de cinq ans, et l'autre a'la mamelle estimé par les memes la somme de six cents piastres - - - - - 600 00

Item: Liza mulatresse ageé d'environ vingt ans avec son enfent nommé William mulatre d'environ quatorze mois estimé par les memes la somme de cinq cents piastres - - - - - 500 00

$26,900 00

Qui font tous les esclaves qui nous ont été présentis pour être inventoriés comme provenant de la succession du det défunt sieur Daniel Clark. Apres quoi nous Regester susdit et sausfigné avons eans desemparer procédé a la description et estimation de la maison sur la quelle nous operons de la maniere suivante:

Maison et terrains—Une maison a étage ayant soixante dix pieds de face a la place Bretonne, et cinquante pieds de profondeur composeé d'um grand salle, trois chambres dont deux a feu, et une galerie an rez de chansseé, ayant au premier ètage, une grande salu, trois appartemens dont deux a fen et une galerie, la mansarde deviseé en diverses petites chambres, la dete maison latie en briques, et converte en bardeaux plus un latinient servant de cuisine et de cases a negres ayant soixante dex pieds de, long batie en Colombage et couvert en bardeaux, estimé avec l'emplacement sur lequel elle est batie conformément au plan de B. T. Lafon, y designe sous le No. 5, et trop comme pour avoir besoin d'etre decrit plus amplement par les susdits appreciateurs, la somme de dix mille piastres - - - - - - $10,000 00

Ici le sieur Richard Relf executeur testamentaire du defunt nous a dit qui par egard pour sa memoire, il demandait qu'll ne fut point procede a l'invartaire de sa gardirobe et de son linge de corps, se reservant d'enfain approuver l'emploi par l'heriture du defunt, et le sieur L. Moreau Leslet avocat nomme par la cour pour la representer a accede a sa demande.

Et attenda l'heure de trois de relevee survenue, nous Register susdit et soussigne, avons du consentement des parties arrete le pre-

sent et en avons remis la continuation pour l'eligement des papiers les quels nous avons soigneusement mis dans trois malles, sur les quelles nous avons appose nos scelles et qui nous avons fait emporter en notre office, a demain quatre heures de relevee ce dont toutes les parties se tiennent pour averties et lecture faite d'icelui nous avons trouve le montant du mobilier inventorie dans la present vacation etre de la somme de quatorze cent quatre vingt neuf piastres soixante quinze cents, celui des esclaves aussi inventories etre de la somme de vingt six mille neuf cents piastres et celui de la maison sur la quelle nous operons, etre de la somme de dix mille piastres, les quels meubles et effects, esclaves et maisons nous avons laisses a la disposition du dit sieur Richard Relf executeur testamentaire qui s'enfait charge et a signe avec nous et les autres parties et temoins les memes jours mois et ans qui dessus et nous sommes retires.

Signed, BLONDEAU,
MOREAU LISLET,
Defenseur des heritiers absents.
PROSPERE PRIEUR,
RICHARD RELF,
RICHARD REED,
THOMAS BEALE,
Register.

Et aujourdhui vigtieme jour du mois d'aout de l'an de notre reigneur mil hut cent treize, et le trente huitieme de l'independance des Etats Unis de l'Amerique, quatre heures de lelevee, nous Thomas Beale Register des testaments pour la ville et paroisse de la Nouvelle Orleans avons procede en notre office, en presense des parties et temoins reunis, a l'eligement, et classification des papiers contenus dans une petite malle sur laquelle etait appose le scelle No. de la maniere suivante.

Actifs.

Premierement un billet a ordre de la somme de cinq cents piastres consente en faveur du defunt par Morin, comme charge des ponvoirs de sou epouse, par acte par devant Brontin, notaire en date du trois Juillet 1813, et payable par tout Decembre prochain, le dit par billet par nous cote, paraphe et inventorie sous la lettre C, numero 3 - - - - - - $500 00

Item un autre billet a ordre de la somme de deux cent quatre vingt quatre piastres cinquante cents consenti en faveur du defunt par P. D. Foley, en date du 6 Sept. 1810 et payable a demande, par nous cote, paraphe et inventorie sous la lettre D numero 4, au dos du quel est un reçu de la main du defunt de la somme de cent piastres, ce qui reduit le dit billet, a celle de cent quatre vingt quatre piastres cinquante cents - 184 50

Item un bon de la somme de cent piastres consenti en faveur du defunt par L. Bois dore, en date du 14 Avril 1810 payable a volonte par nous cote, paraphe et inventorie, sous la lettre E, numero cinq, 5 - - 100 00

Item un billet de la somme de dix piastres consenti en faveur du defunt par A. T. Lancello en date du 29 Aout 1812, payable a demande par nous cote, parahpe et inventorie sous la lettre F numero six, 6 - 10 00

Item un billet de la somme de mille piastres, consenti en faveur du defunt par Gilberto Leonard en date du 13 Mars 1797, payable a volonte, par nous cote, paraphe, et inventorie sous la lettre G numero sept, 7 - 1,000 00

Item un billet de la somme de cent piastres, consenti en faveur du défunt par Abraham Arleuaus, en date du 23 Fevrier, payable a volonté par nous coté, paraphé et inventorié sous la lettre H No. huit - - 100 00

Item un billet de la somme de cent piastres, consenti en faveur du défunt par Me. Perez en date du 4 Septembre, 1811, par nous coté, paraphé et inventorié sous la lettre I numero neuf 9 - - - 100 00

Item un bon de la somme de trois cent piastres consenti a l'ordre du défunt parde magnau en date du 23 Mars, 1810, par nous coté paraphé et inventorié sous la lettre J, et le numero dix 10 - - - - 300 00

Item un billet a ordre de la somme de trois mille piastres consente an defunt par Elizabeth Renaud Trepagnier, en date du 20 May, 1811, et payable au premeir May, 1812, par nous coté, paraphe et inventorié sous la lettre K No. 11 - - - - 3,000 00

Item une reconnaissance de la somme de cinqunte quatre piastres vingt cinq sols consenti en faveur du défunt par Colsson en date du 17 Octobre, 1806, par nous coté, paraphe et inventorié sous la lettre L No. 12 - - - - - - - 54 25

Item un billet a ordre de la somme de cinquante cinq piastres consente au defunt par Richard Devals en date du 23 Novembre, 1811, payable a un au de date par nous coté, paraphe et inventorié sous la lettre M, No. 13 - - - - - - 55 00

Item un billet a ordre de la somme de sept mille trois cents trente trois piastres, quatre vingt dix cents consenti a John Clay par James Sterret, en date du 3 Octobre, 1808, et payable a six mois de date, le quel est endossée par John Clay el le défunt, au bas de la signature du quel est un reçu du montant du dit billet des mains de Mr. Daniel Clark, signé P. Grymes, par nous coté paraphé, et inventorié sous la lettre N, numero 14 - - - - - - 7,333 90

Item un mandat de la somme de cent soixante deux piastres diré en faveur du défunt par le Chevalier de Bellogent sur Mr. Barrière en date du 23 Juin, 1812, par nous coté, paraphé et inventorié sous la lettre O, numero 15 - - - - - - 162 00

Item un billet a ordre de le somme de six mille cinq cent cinquante sept piastres quatre vingt douze cents consenti en faveur de William Brooks par Ferdenand L. Claiborne en date du 18 Novembre, 1811, et payable au premier Fevrier 1813, le dit billet endossé par William Brooks, H. A. Claiborne, and Chew and Relf par nous coté, paraphé et inventorie sous la lettre P, No. 16 - - - - - - 6,557 92

Item un billet de la somme de quarante deux piastres consenti, à l'ordre du defunt par Jean Koffray en date du 25 Juillut, 1799, par nous coté, paraphé, et inventorié sous la lettre Q. No. 17 - - 42 00

Item une oblegation de la somme de trente et un mille piastres consenti en faveur du défunt par William Harper en date du 8 Juin, 1813, payable le 8 Juin, 1820, prochain, par nous cote paraphé et inventorié, sous la lettre R, numero dix huit 18 - - 31,000 00

Item un billet de la somme de deux mille piastres consenti a l'ordre du defunt par William Harper en date du premier May, 1813, et payable le premier May, 1820, par nous coté, paraphé et enventorié sous la lettre S, numero 19 - - - - - 2,000 00

Item un billet de la somme de deux mille piastres consenti a l'ordre du défunt par William Harper en date du 1 May, 1813, payable le 1 May, 1816, par nous coté, paraphé et inventorié sous la lettre T, No. 20 - 2,000 00

Item trois billets du même date pour la somme de deux mille piastres chaque, ensemble la somme de six mille piastres payable le 1 de May, 1817, '18 & '19, terés par William Harper en faveur du defunt, par nous cotées, paraphiés et inventoriés sous les lettre U, V, W, et les Nos. 21, 22 & 23 - - - 6,000 00

Item deux billets de la somme de trois mille cent vingt cinq piastres chauqe ensemble la somme de six mille deux cents cinquante piastres souscrite en faveur du défunt par Henry Hunt en date du 15 Mars, 1810, payables a un et deux ans, par nous cotés, paraphés, et inventoriés sous les lettres X & Y, & les numeros 24 & 25 - - - - - - 6,250 00

Item un billet de la somme de trois cents piastres souscrit en faveur du défunt par Henry Hunt en date du 15 May, 1810, et portant interèt depuis sa date, par nous coté, paraphé, et inventorié sous la lettre Z, numero 26 - - - - - - 300 00

Item une reconnaissance de la somme de neuf cent trois piastres souscrit en faveur du défunt par John Watkins en date du 24 Aout, 1807, par nous cotré, parapheé et iuventoriée sous la druble lettre A A, No. 27 903 00

Item une reconnaissance de la somme de cinq mille quatre cent quatre vingt quinze piastres et soixante quinze cents souscrite en faveur du défunt, par Edward D. Turner en date du 19 Decembre, 1808, par nous coteé, paraphée et inventoriée sous la double lettre B B, No. 28 - - - - - 5,495 75

Item une obligation hypothécaire de la somme de neuf mille six cent dix neux piastres cinq escàlens, suscrite en faveur du defunt par John Wilkins au rapport de Pierre Pedesclaux notaire publee en date du 29 Aout, 1805, et portie ici, uniquement pour mémoire et par nous coté paraphée et inventorié sous la double lettre C C, numero vingt neuf 29 [Memoire.] -

Item un livret de la Banque de la Louisiana pour balance du quel el parait être du à la succession la somme de quatre vingt trois piastres quatre vingt dix huit cents, article arrete du 13 Aout, presente anne nous cote paraphe et inventorie sous la double lettre D D, No. 30 - - - - - - 83 98

Item un livret de la Banque des habitants pour balance du quel el parait etre du à la succession la somme de quatre mille cent huit piastres quarante trois cents, par nous cote paraphe et inventorie sous la double lettre E E, numero trente un No. 31 - - 4,108 43

Item livret de la Banque d'Orleans pour balance du quel il parait etre du a la succession la somme de trois mille trente sept piastres soix ante treize cents par nous cote paraphe et inventorie sous la double lettre F F, No. 32 - - - - - - 3,037 73

$80,678 46

Et attendu qu'el est sept heures de relevee, nous Register pusdit et soussigne avons arrete le present et du consentement despartus en avons remis la continuation a lundi vingt trois du courant ce dont toutes les parties et temoins se tiennent pour averties, et lecture faite d'icelin nous avons trouve le montant des actifs inventories dans la presente vacation etre de la somme de quatre vingt mille six cents soixante dix huit piastres quarante six cents, et ont

tout es les parties et temoins signe avec nous les memes jour mois et au que dessus, et nous sommes retires.

Signed MOREAU LESLET,
Defenseur des heretiers absents.
BLONDEAU,
PROPERE PRIEUR,
RICHARD RELF,
THOMAS BEALE,
Register.

Et aujourdhui vingt troisieme jour du mois d'aoüt de lan de notre seigneur mil huit cent treize, et le trente huit ieme de l'independance des Etats Unis d'Amerique six heures du matin nous Thomas Beale register des testamens susdit et soussignee avons procede en notre office en presence de touts les parties et temoins reumis à l'eligement, et classification et inventaire des papiers de la succession de feu dit sieur Daniel Clark de la maniere et ainsi qu'el suit et apres avoir en presence des dites parties et temoins leve les scelles de la petite nealle renfermant les papiers, le quel a ete par eun reconnu sein et entier.

Premierement une leosse contenant vingt huit billets souscrits en faveur du defunt par des personnes presumees insolvable s'elevant ensemble a la somme de huit mille quatre cent cinquante trois piastres quatre vingt neuf cents et demie, par nous cote, paraphe et enventorie par premier et dernier et postes ici uniquement pour memoire la dite liasse par nous inventoriee sous la double lettre G G, No. 33.

Item une leasse contenant trente quatre pieces relatus aux terres de la Floride par nous cotes paraphes et inventorie sous la double lettre H H, No. 34.

Item une leasse contenant dix huit accords on conventions, par nous cotee et paraphes par primiere et derniere et inventorie sous la double lettre I I, numero trente cinq, 35.

Item une autre liasse contenant sept actes hypothecaire en faveur de la succession par nous cotes et paraphes par premier et dernier, et la dite liasse inventoriee sous la double lettre J J, No. 36.

Item une autre liasse contenant trente une vente d'esclaves par nous cotees inventories et paraphees sous la double lettre K K, No. 37.

Item une autre liasse contenant cinquante reçus ou quittances par nous cotes et paraphees par premier et dernier la dite leasse par nous inventoriee sous la lettre L L, No. 38.

Item une leasse contenant trois lettre de change supposees payees par nous cotees et paraphees par premier et dernier la dite liasse par nous inventoriee sous la double lettre M M, No. 39.

Item une liasse contenant quatorze pieces d'estemation de terre par approximation et de notes d'argent du au defunt par nous cotees et paraphees par premiere et derniere et inventoriees sous la double lettre N N, et le numero quarante, 40.

Item une autre leasse contenant treize pieces d'estimation relatives au Canal carondelet par nous cotees et paraphees par premiere et derniere, le dite liasse par nous inventoriee sous la double lettre O O, No. 41.

Item une autre leasse contenant cinq procurations de devers par nous *par nous* cotee et paraphees par premiere et derniere, la dite lease par nous inventoriee sous la double lettre P P, et le numero quarante deux 42.

Item une autre leasse contenant quarante quatre pieces relatins au reglement du compte avec D. W. Coxe par nous cotees et paraphees par premiere et derniere, la dite liasse par nous inventoriee sous la double lettre Q Q, No. 43.

Item une autre leasse contenant soixante six comptes reglés ou à régler par nous cotées et paraphés par premiére et derniére, la dite leasse par nous inventoriée sous la double lettre RR. Nro. 44.

Item une autre liasse contenant quarante neuf lettres et correspondence avec divers par nous cotéeset paraphées par premiére et dernière, la dite liasse par nous inventoriée sous la double lettre SS. Nro. 45.

Item une autre liasse contenant quarante huit actes de vente faits par feu D. Clark à divers, de terre au Bayou par nous cotés & paraphée par premiére et derniére, la dite liasse inventoriée sous la double lettre TT. Nro. 46.

Item une autre liasse contenant neuf ventis en faveur de Wilkens par nous cotées et paraphées par premiére et derniére la dite liasse par nous inventoriée sous la double lettre UU. No. 47.

Item une autre liasse contenant quarante piéces pour renseignements par nous cotées et paraphées par premiére et derniére, la dite liasse par nous inventoriée sous la double lettre VV. et le No. 48.

Item une autre liasse contenant quatorze plans et titres de propriétés par nous cotés et paraphés par premier et dernier la dite liasse par nous inventoriée sous la double lettre WW. No. 49.

Item une leasse contenant trente cinq pieces relatives a l'habitation du Bayou par nous cotés et paraphés par premier et dernier, la dite liasse par nous enventoriée sous la double lettre XX. No. 50.

Item une autre liasse contenant vingt neuf titres on garanties des terres au Ouachita par nous cotés et paraphés par premiére et derniére et la dite liasse par nous inventoriée sous la double lettre YY. No. 51.

Item une autre liasse contenant douze piéces concernant l'habitation des chapitonlas par nous cotées et paraphées par premiére et derniére, la dite liasse par nous inventoriée sous la double lettre ZZ, No. 52.

Item une autre liasse contenant treize pieces relatives à l'habitation ăchetée d'arnaud magnau par nous cotès et paraphés par premiére et derniére la dite liasse par nous inventoriée sous la triple lettre AAA, Nro. 53.

Item une autre liasse contenant sept pieces relatives au lot de

terre près de la corderie par nous cotées et paraphées par première et dernière la dite liasse par nous inventoriée sous la triple lettre BBB, No. 54.

Item une autre leasse contenant des transports de terre achetées par D. Carlos Duhault de Lassus pour Daniel Clark à St. Louis en Septembre 1804 et retransportées par ledit lassus a Daniel Clark à l'office de Broutin en 1805, par nous cotés et paraphès par premier et dernier, et la dite liasse par nous inventoriée sous la triple lettre CCC, No. 55.

Item une autre leasse contenant deux pieces relatives a l'habitation de la metairie par nous cotées paraphées par première et dernière cet la dite liasse par nous inventoriée sous la triple lettre DDD, No. 56.

Item une autre leasse contenant deux pieces relatives aux terres des attackapas achetées de la succession Macarty par nous cotées et paraphées et la dite liasse par nous inventoriée sous la triple lettre EEE, No. 57.

Item une autre leasse contenant deux transports de terre du Bayou aux Bœufs faits par William Miller et Alexander Fulton par nous cotés paraphés et inventoriées sous la triple lettre FFF, No. 58.

Item une autre leasse contenant cinq plans, garantie ou transports de deux mille trois cents arpents de terre aux Opelousas achetées de Mme. Veuve Brunet par nous cotés paraphés par premier et dernier et la dite liasse par nous inventoriée sous la triple lettre GGG, No. 59.

Item une autre leasse contenant six plans, garanties ou transport de seize cents arpents de terre aux Opelousas achetés de Mr. Brontin par nous cotés paraphés et inventoriees sous la triple lettre HHH, No. 60.

Item une liasse contenant cinq plans, titres ou transports des terres situées au Baton Rouge, au sud de la ligne de démarcation, proprieté exclusive de Daniel Clark par nous cotés paraphés par premier et dernier la dite liasse par nous inventoriée sous la triple lettre III, No. 61.

Item une autre leasse contenant deux titres on plans de onze arpents quatre toises de face au Mississippi prés et audessus de La fourche achetée de Simon Ducoueneau, par nous cotés paraphés et inventoriés sous la triple lettre JJJ, No. 62.

Item une autre leasse contenant deux piecés de papiers relatives à l'habitation Fisher à la terre aux boeufs par nous cotées paraphées par première et dernière, la dite liasse inventoriée sous la triple lettre KKK, No. 63.

Item une autre leasse contenant quatre plans, transports & garanties de trois mille deux cents arpents de terre situés aux Opelousas achetés de Mr. Gradenigo par nous cotés paraphés par premier et dernier la dite liasse par nous inventoriée sous la triple lettre LLL, No. 64.

Item une autre leasse contenant quatre titres de terre de Mr.

Fletcher par nous cotès paraphés par premier et dernier, la dite liasse par nous conventoriée sous la triple lettre MMM, No. 65.

Item une autre leasse contenant trente trois divers titres de propiétès par nous cotés paraphés par premier et dernier, la dite liasse par nous inventoriée sous la triple lettre NNN, No. 66.

Item une autre liasse contenant vingt deux pièces, papiers de jean Luques par nous cotées paraphèes par premiére et derniére la dite liasse par nous inventoriée sous la triple lettre OOO, No. 67.

Item une autre liasse contenant sex comptes avec Mr. Barron, par nous cotés paraphes et la dite liasse par nous inventoriés sous la triple lettre PPP, No. 68.

Item une autre liasse contenant vingt cing pièces pour etablir les comptes avec F. L. Claiborne, par nous cotès paraphés par premiére et dernière la dite liasse par nous inventoriée sous la triple lettre QQQ, No. 69.

Item un livre memorandum des terres tenues de société entre le defunt et Dl. Wm. Coxe de Philadelphie contenant vingt sept folios écrits par nous coté, paraphé & inventorié sous la triple lettre RRR, No. 70.

Item un autre livre memorandum des terres tenues de société entre le defunt et Dl. Wm. Coxe de Philadelphie contenant vingt folios écrits par nous paraphé et inventorié sous la triple lettre SSS, No. 71.

Item un autre petit livre de comptes entre le defunt et feu Dr. John Watkins contenant sept folios écrits, par nous paraphé et inventorié sous la triple lettre TTT, No. 72.

Que est tout ce qui s'ert trouvé de papiers dans la susdite petite malle et attendu qu'il est six heures de relevée, nous Register susdit et soussigné, avons duconsentement des parties arrêté le present et en avons remis la continuation à demain, six heures da matin, ce dontelles se tiennent pour averties et lecture faite d'icelui, nous avons fait remise de la ditu petite malle et de sou contenu, au dit siéur Richard Relf executeur testamentaire qui s'en fait charge et a signé avec nous et les autres parties et témoins les jour, mois et au que dessus et nous sommes retires.

(Signe) BLONDEAU,
PROSPERE PRIEUR,
MOREAU LISLET,
Defenseur des Heritiers absents.
RICHARD RELF,
THOMAS BEALE,
Register.

Et aujourdhin vingt septieme jour du mois d'aout de l'an de notre seigneur nul huit cent treize et le trente huitieme de l'independance des Etats Unis d'Amerique, quatre heures de relevees, nous Thomas Beale Register des testamens, pour la ville et parorsse de la Nouvelle Orleans avons procede a notre office en presence de toutes les parties et temoins reunis a l'eligement et classification des

papiers de la succession renfermes dans une malle sur laquelle etait appose le scelle No. deux le quel a ete pre a lablement reconnu sain et entier par les susdits parties et temoins apres quoi nous avons procede comme suit, premièrement soix ante trois liasses contenant ensemble quatre mille cent cinq lettres de divers par nous cotes et paraphes depuis le numero 1. jusque et y compris le numero 63.

Item une autre liasse contenant cent trente huit copies de lettre avec divers par nous paraphee et inventoriee sous le numero 64.

Item une autre liasse contenant soix ante dix sept pieces relatives au tabac avec James Wilkinson par nous paraphe et inventorie sous le No. 65.

Item une autre liasse contenant des pieces relatives a Walter Jones par nous paraphee et inventoriee sous le No. 66.

Item une autre liasse contenant huit pieces relatives au Colonel Bellechasse par nous paraphe et inventorie sous le No. 67.

Qui est tout ce qui s'est trouve dans la susdite malle apres quoi, nous avons procede en presence de toutes le parties et temoins, a l'eligement classification et inventaire de tous les papiers contenus dans la malle sur la quelle etait appose le scelle, No. 3 apres avoir prealablement examine srupulemement les scelles les quil ont ete trouve sains et entiers et reconnus tels.

Premièrement seize liasses contenant ensemble quatre cent quarante deux pieces relatives a diverses affaires, tets que reçers, comptes et quittames par nous cotees paraphees et inventoriees de puis le No. 68 gusqu'an No. 83 inclusivement.

Et attendu quil ne s'est pastrouve d'autres papiers dans la susdite malle, nous register susdit et soussigne avons arrete le present et avons fait remise des susdites malles audit sieur Richard Relf, executeur testamentaire que s'en fait charge et a signe avec nous et les autres parties et temoins les meme jour, mois et au que dessus.

(Signe) BLONDEAU,
PROSPERE PRIEUR,
MOREAU LISLET,
Defenseur des Heretiers absents.
RICHARD RELF,
THOS. BEALE,
Register.

Et aujourdhui vingt huitieme jour du mois d'aout de l'au de notre seigneur mil huit cent treize et le trente huitieme de l'independance des Etats Unis d'Amerique dix heures du matin, nous Thomas Beale Register des testaments pour la ville et paroisse de la Nouvelle Orleans, nous sommes transportes sur le chemin du Bayou au domicile ou est decede feu sieur Daniel Clark, a l'effet d'y proceder a l'inventaire descriptif estimatif dex animaux provenant de la dite succession ou troive le seiur Richard Relf executeur testeur testamentaire du dit defunt, Louis Moreau Lislet avocat nomme par la cour pour representer les heritiers absents en presence des quels nous avons pris le serment des sieurs Prospere Prieur, et

Sebastien Blondeau de bien et fidelement se comporter dans les devoirs d'appreciateurs de tout ce que leur sera presente comme provenant de la dite succession, apres quoi, avons en presence de tous procede comme suit.

Animaux.

Premierent un cheval noir aglais de cabreolet estimé par les susdets appréciateurs la somme de cent piastres -	$100 00
Item vingt trois vaches estimés les unes dans les autres a vingt quatre piastres la piéce ensemble la somme de cinq cents cinquante deux piastres - -	552 00
Item cinq taurails estimés par les mêmes l'em dans l'autre a huit piastres piéce, ensemble la somme de quarante piastres - - - - -	40 00
Item trois paires des boeufs estimés par les mêmes l'un dans l'autre à trente piastres la paire ensemble la somme de quatre vingt dix piastres - - -	90 00
Item douze mulets estimés par les mêmes l'un dans l'autre à trente piastres le mulet ensemble la somme de trois cent soixante piastres - - -	360 00
Item un cheval rouge anglais estimés par les mêmes la somme de cinquante piastres - - -	50 00
Item un cheval Crèole estimé par les mêmes la somme de trente piastres - - - - -	30 00
Item un autre cheval Créole souris estimé par les mêmes la somme de vingt piastres - - - -	20 00
	$1,242 00

Qui sont tous les animaux que nous ont éte présentés pour être inventoriés comme provenant de la succession du det feu sieur Daniel Clark et lecture faite du présent, vous avons trouvé le montant de l'estimation faite, être de la somme de douze cents quarante deux piastres lesquels animaux nous avons laissés a la charge du dit sieur Richard Relf executeur testamentaire que le reconnait, et a signé avec nous et les autres parties et témoins les même jour, mois et au que dessus, et nous sommes retirés.

Signé, BLONDEAU,
PROSPERE PRIEUR,
MOREAU LISLET,
Defenseur des heretier absents.
RICHARD RELF.
THOMAS BEALE,
Register.

Vente du Mobilier.

Et anjourdhui dixieme jour du mois de September l'an de notre seigneur mil huit cent treize, et le trente huitieme de l'indepen-

dance des Etats Unis d'Amerique, neuf heures du matin, nous Thomas Beale, register de testamens pour la ville et paroisse de la Nouvelle Orleans, en vertu, de l'ordonnance de l'honorable juge de la cour de Preuves de cette ville et paroisse en date du vingt sept du mois d'aoüt dernier, et aprés les publications prescrites par la loi, nous sommes transportés sur le chemin du bayou au domicil ou est decédé feu sieur Daniel Clark à l'effet d'y procédér à la vente des effets mobiliers et animaux provenant de la dite succession, oú étant, nous avons en présence des sieurs Richard Relf, executeur testamentaire du defunt, L. Moreau Leslet avocat nommé par la cour pour representer les héritiér absents, et en celle des sieurs Prospère Prieur et Sebastien Blondeau témoins domiciliés, proclamé la susdite, vente à haute et intelligible voix, aux termes, et conditions suivants.

Savoir: Au comptant pour les sommes que ne déparsseront pas celles de cent piastres et pour celles au dessus à soixante jours de credit payables en billets endorsses a la satisfaction de l'executeur testamentaire.

Premierement un lit à colonnes en bois de merisier garni de trois ucatelas en borbe espagnole et de coutés, un traversin, deux breilleis une mauvain mourtequain en moussilim avec la garniture adjugé à Mr. Millbrough pour la somme de quarante neuf piastres, 50 cents - - - - - $49 50

Item petit bureau en noyer en forme de bibliotheque adjugé à Mr. Dusuau de La Croix pour la somme de vingt huit piastres - - - - - 28 00

Item une petite table en bois de merisier adjugée à Mr. Perillat ainé pour la somme de deux piastres et cinquante cents - - - - - 2 50

Item une autre petite table pliante en merisier adjugée à Mr. Gourjon jr. pour la somme de six piastres soixante quinze cents - - - - - 6 75

Item une armoire en bois jaune adjugée a Mr. Mellebrough pour la somme de cinquante piastres - 50 00

Item douzes chaises de bois penites en verd adjugées a Mr. Riano pour la somme de vingt une piastres cinquante cents - - - - - 21 50

Item neuf autres chaises de bois peintes en verd adjugées a Mr. Riano pour la somme de trieze piastres 13 00

Item une paire des pistolets d'arçon avec ses fontes adjugée à Mr. Samuel Elkins pour la somme de dex sept piastres - - - - - - 17 00

Item un poignard garni en argent adjugé a Mr. Castaing pour la somme de sept piastres - - 7 00

Item un sabre garni en argent adjugé à Mr. Poultney pour la somme de vengt piastres - - - 20 00

Item deux paires des razoirs et un petit miroir de toilette adjugée a Mr. Darcantel pour la somme de trois piastres soixante quinze cents - - - 3 75

Item un cabaret de porcellaine composé de douze tasses et onze sous coupes, une thécên, un pot à crême, un sucrier, trois assiettes, et un plateau peint en rouge adjugé à Mr. Dusuau de la Croix pour la somme de trente neuf piastres - - - - -	39 00
Item un autre cabaret de porcelaine, composé de douze tasses, douze sousconpes, une cafetiére, un bowl et trois assiettes avec un plateau peint en noir adjugé à Mr. Ogden pour la somme de quarante piastres -	40 00
Item un pot a ean avec sa carvette, adjugé a Monsieur Gros pour la somme de vingt et une piastres -	21 00
Item deux vielles tables à jouer en merisier adjugées a Mr. Baron pour la somme de huit piastres - -	8 00
Item une table pliante en merisier adjugée à Mr. Fleytas pour la somme de dix piastres - - -	10 00
Item un etin de mathematiques, &c. adjugé à Mr. Paul Darcantel pour la somme de neuf piastres cinquante cents - - - - - -	9 50
Item dix huit cuellières et douze fourchettes, une cuillière a soupe, seize cuillières à café, vingt quatre cuillieres à crême et une peince à sucre le tout en argent pesant cent vingt huit onzes, six gros, adjugé a Mr. Poultney jr. pour la somme de cent quarante trois piastres - - - - - -	143 00
Item une moutre anglaise à double boitier en de or adjugé a Mr. Samuel Elkins pour la somme de quatre vingt treize piastres - - - - -	93 00
Item une partie de fayence bleui depaveillér adjugèe a Mr. Ogden pour la somme de cent onze piastres -	111 00
Une piéce de ratine bleue 40 yardes fais ant 32 au. a 109 l'an faisant la somme de trente quatre piastres quatre vingt huit cents la dite piece adjugér à Mr. Pierre Guènou - - - - -	34 88
Item neuf autres pieces de ratine bleue, aunant ensemble 384 au. adjugée à Mr. Heirsman a raison de cents six cents l'au. 106 ensemble la somme de quatre cent sept piastres et quatre cents - - -	407 04
Item une jarre de provence adjugée a Mr. Fortin pour la somme de vingt deux piastres cinquante cents -	22 50
Item une autre jarre de provence adjugér a Mr. Fortin pour la somme de vingt trois piastres - -	23 00
Item une pierre a filtrer et un pot adjugés a Mr. Lefevre pour la somme de douze piastres - -	12 00
Item une selle adjugér a Mr. Lynd pour la somme de dix neuf piastres et cinquante cents - - -	19 50
Qui est tout ce qui s'est trouvé d'effets mobiliers a vendre provenant de la succession - - - -	$1,234 92

Bibliothèque.

Premierement quatre volumes du Trésor Espagnol adjugé a Mr. Edmond Forstall pour la somme de sept piastres - - - - - - - 7 00

Item huit volumes de l'Histoire Romaine (en Anglaise) adjugés a Mr. Smith pour la somme de dix huit piastres - - - - 18 00

Item des volumes des voyages du Nord, adjugér a Mr. Dorfeulle fils pour la somme de douze piastres - 12 00

Item huit volumes de divers ouvrages adjugés a Mr. James Shepherd pour la somme cu dix piastres - 10 00

Item six volumes de Milton adjugés a Mr. William Ross pour la somme de doize piastres cinquante cents - 12 50

Item vingt quatre volumes des oeuvres de Suift adjugér a Mr. Samuel Elkins pour la somme de quarante piastres - - - - - - 40 00

Item vingt quatre volumes des ouvres de Swift adjugés a Mr. Ellery pour la somme de cinquante quatre piastres - - - - - - 54 00

Item vingt cinq volumes de l'Historie Universelle adjugér a Mr. Urcullu pour la somme de quarante cinq piastres - - - - - - 45 00

Item dex sept volumes de Shakespeare a Mr. Samuel Elkins pour la somme de trente neuf piastres - 39 00

Item trois volumes de divers ouvrages adjugés a Mr. Poultney pour la somme de treize piastres - - 13 00

Item vingt quatre volumes de divers ouvrages adjugés a Mr. Sevallos pour la somme de quarante quatre piastres - - - - - 44 00

Item quatre volumes du Jeum Anacharsis adjugés a Mr. Dupuy pour la somme de onze piastres - - 11 00

Item six volumes des mémoires du temps de Louis seize adjugés a Mr. Albin Mechel pour la somme de doize piastres cinquante cents - - - - 12 50

Item vingt volumes du British Theatre adjugés a Mr. Smith pour la somme de soixante et une piastres - 61 00

Item vingt cinq volumes de Chimie de Necholson adjuges a Mr. Wm. Ross pour la somme de soixante onze piastres - - - - - 71 00

Item quatre volumes de l'odissec (Grec) adguger a M. Dupuy pour la somme de sept piastres cinquante cents 7 50

Item quatorze volumes de divers ouvrages anglais adjugee a Mr. Guerlain pour la somme de soxante quinze piastres - - - - - 75 00

Item cinq volumes de Plutarque (Grec) adjugee a Mr. Willebrough pour la somme de sex piastres cinquante cents - - - - - - 6 50

Item des huit volumes du Spectateur anglais adjuges a Mr. Samuel Elkins pour la somme de trente une piastres - - - - - - -	31 00
Item sept volumes de divers ouvrages adjuges *a* Mr. Ellery pour la somme de neuf piastres et cinquante cents - - - - - - -	9 50
Item huit volumes de divers ouvrages adjuges a Mr. Poultney pour la somme de vingt piastres - -	20 00
Item trois volumes de tragedies de Sophocle (traduction Latine) adjuges *a* Mr. Allard pour la somme de quatre piastres - - - - - - -	4 00
Item cinquante trois volumes d'Encyclopedie anglaise, adjuges a Mr. Clagen pour la somme de quatre vingt cinq piastres - - - - - -	85 00
Item trois volumes de la maison Eurtegeu adjugee a Mr. F. Duplessis pour la somme de vingt et une piastres	21 00
Item six volumes de divers ouvrages (en Gru) adjuges *a* Mr. Allard pour la somme de quatre piastres -	4 00
Item sept volumes des ouvres de Bacon adjuges a Mr. Ellery pour la somme de trente une piastres -	31 00
Item trois volumes de Don Quichotte (en Espagnol) adjuges *a* Mr. Simon Cuculla pour la somme de dex sept piastres - - - - - - -	17 00
Item un volume Lexicon Manual (Anglais) adjugee a Mr. Columbus Lawson pour la somme de deux piastres - - - - - - - -	2 00
Item huit volumes Latins adjuges *a* Mr. Edmond Forstall pour la somme de neuf piastres - -	9 00
Item sept volumes de divers ouvrages adjuges a Mr. Marpeu pour la somme de dix piastres - -	10 00
Item treize volumes de poetes anglais adjuges a Mr. Fletcher pour la somme de trente six piastres -	36 00
Item quatre volumes de Virgile et Juvenal (Latin) adjuges *a* Mr. Moul pour la somme de huit piastres -	8 00
Item cinq volumes de divers ouvrages adjuges a Mr. Allard pour la somme de sept piastres - -	7 00
Item neuf volumes de divers ouvrages adjuges a Mr. Rians pour la somme de piastres cinquante cents -	7 50
Item trois volumes de divers ouvrages adjugés a Mr. Ellery pour la somme de sept piastres cinquante cents	7 50
Item huit volumes de divers ouvrages adjuges a Mr. Ogden pour la somme de dix neuf piastres - -	19 00
Item treize volumes de divers ouvrages adjuges a Morel pour la somme de dix piastres - - -	10 00
Item trois volumes de divers ouvrages adjuges a Mr. Allard pour la somme de trois piastres - - -	3 00
Item six volumes des ouvres de Pope adjuges a Mr. Columbus Lawson pour la somme de six piastres -	6 00

Item douze volumes de divers ouvrages Espagnols adjuges *a* Mr. Herman pour la somme de sept piastres cinquante cents - - - - - 7 50
Item cinq volumes de dictionnaire de Geographic commerçante adjugés a Mr. Dupuy pour la somme de dix sept piastres - - - - - - 17 00
Item sept volumes de divers ouvrages adjuges a Mr. Relf pour la somme de onze piastres - - 11 00
Item cinq volumes de divers ouvrages adjuges *a* Mr. Samuel Elkins pour la somme de six piastres - 6 00
Item six volumes du Theatre d'agriculture adjuges a Mr. Lecesnes pour la somme de huit piastres cinquante cents - - - - - - - 8 50
Item cinq volumes d'histoire naturelle (valmont de beau monde) adjuges *a* Mr. Darcantel pour la somme de dix piastres 50 cents - - - - 10 50
Item huit volumes de divers ouvrages adjuges a Mr. Elkins pour la somme de cinq piastres cinquante cents 5 50
Item un atlas adjuge a Mr. Marpeu pour la somme de seize piastres - - - - - 16 00
Item onze volumes de divers ouvrages adjuges a Mr. C. Lawson pour la somme de onze piastres - - 11 00
Item sept volumes de voyages en Italie par Lalande, adjuges a Mr. Garton pour la somme de dix piastres - 10 00
Item six volumes de divers ouvrages adjuges a Mr. Taulent pour la somme de cinq piastres - - 5 00
Item trois volumes de divers ouvrages adjuges a Mr. Ellery pour la somme de trois piastres cinquante cents 3 50
Item trois volumes Espagnol adjuges *a* Mr. Urculla pour la somme de quatre piastres - - - 4 00
Item six volumes de divers ouvrages adjuges a Mr. Perillat pour la somme de dix piastres cinquante cents 10 50
Item sept volumes des contes moreaux demarne adjuge *a* Mr. Dupuy pour la somme de sept piastres - 7 00
Item trente sept volumes de divers ouvrages adjuges a Mr. Sevallos pour la somme de vingt deux piastres 22 00
Item trois volumes de divers ouvrages adjuges a Mr. Pierre Pedesclaux pour la somme d'une piastre - 1 00
Item un volume dictionnaire Anglais et Espagnol adjuge a Mr. Castaing pour la somme de cinq piastres cinquante cents - - - - - 5 50
Item deux volumes de dictionnaires Italiens et anglais adjuges *a* Mr. Columbus Lawson pour la somme de quatre piastre cinquante cents - - - 4 50
Item six volumes de divers ouvrages adjuges a Mr. Morel pour la somme de trois piastres - - - 3 00
Item six volumes de divers ouvrages adjuges a Mr. Clayue pour la somme de quatre piastres - - 4 00
Item sept volumes de divers ouvrages adjuges *a* Mr.

Jaques Marten pour la semme de deux piastres vingt cinq sols - - - - - -	2 25
Item huit volumes de divers ouvrages adjuges a Mr. C. Lawson pour la somme de cinq piastres - -	5 00
Item dix neuf volumes depareilles adjuges a Mr. Ellery pour la somme de cinq piastres - - -	5 00
Item deux volumes de divers ouvrages adjuges a Mr. Poultney pour la somme de trois piastres cinquante cents - - - - - -	3 50
Item deux volumes de divers ouvrages adjuges a Mr. Morel pourla somme de deux piastres cinquante cents	2 50
Montant total de la bibliotheque - - -	$1,077 75

Arbresseaux et Fleurs.

Premierement huit pots fleurs adjuges a Mr. Labosterie pour la somme de duex piastres - - -	$2 00
Item sex autres pots de fleurs adjuges a Mr. Labosterie pour la somme d'une piastre quatre vingt sept cents et demi - - - - - -	1 87
Item sex autres pots de fleurs adjuges a Mr. Labosterie pour la somme de trois piastres soixante quinze cents	3 75
Item sex autres pots de fleurs adjuges a Mr. Joseph Abat pour la somme de douze piastres - - -	12 00
Item sex autres pots de fleurs adjuges *a* Mr. Labosterie pour la somme de sex piastres douze cents et demi	6 12
Item sex autres pots de fleurs adjuges a Mr. Honore Landreaux pour la somme de trois piastres trente sept cents et demi - - - -	3 37
Item sept autre pots de fleurs adjuges a Mr. Labosterie pour la somme de cinq piastres et vingt cinq cents	5 25
Item neuf autres pots ou caisses de fleurs adjuges a Mr. Labosterie pour la somme de sex piastres vingt cinq cents - - - - - -	10 25
Item un pied d'agartram ou Rose Myrte adjuge a Mr. Guerlain pour la somme de vingt et une piastre -	21 00
Item un autre pied d'agartrum adjuge a Mr. Guerlain pour la somme de vingt cinq piastres - -	25 00
Item un citronnier avec sa caisse adjuge a Mr. Henderson pour la somme de neuf piastres - -	9 00
Item six pots de fleurs adjuges a Mr. Lynd pour la somme de cinq piastres - - - -	5 00
Item six autres pots de fleurs adjuges a Mr. Lynd pour la somme de cinq piastres - - - -	5 00
Item six autres pots de fleurs adjuges a Mr. Ogden pour la somme de trois piastres - - - -	3 00
Item dix autres pots de fleurs adjuges a Mr. Ogden pour la somme de cinq piastres vingt cinq cents - -	5 25

Item un pied de Rezeda avec sa laisse adjuge a Mr. Darcantel pour la somme de douze piastres cinquante cents - - - - - - 12 50
Item sex pots de fleurs adjuges a Mr. Roque pour la somme de trois piastres cinquante cents - - 3 50
Item cinq pots et un baril de fleurs adjuges a Mr. Henderson pour la somme de dix piastres - - 10 00
Item douze pots de fleurs adjuges a Mr. Lynd pour la somme de onze piastres et cinquante cents - - 11 50
Item un Olivier adjuge a Mr. Guerlin pour la somme de cinq piastres - - - - - 5 00
Item vingt quatre pots vides bons ont felis adjuges a Mr. Guerlain pour la somme de sept piastres cinquante cents - - - - - 7 50

$167 87

Item un pred mango avec sa caife adjuge a Mr. Guerlain pour la somme de quatre piastres vingt cinq cents 4 25
Item un citronnier avec sa caife adjudge a Mr. Dupuy pour la somme de dix piastres - - - 10 00
Item un floripondio avec sa caisse adjuge a Mr. Joseph Nicholas pour la somme de cinq piastres vingt cinq cents - - - - - - - 5 25
Item un Bananier avec sa caisse adjudge a Mr. Lynd pour la somme de sept piastres cinquante cents - 7 50
Item un pred de cacheman adjuge a Mr. Darcantel avec sa caisse pour la somme de quatre piastres - 4 00
Item un limonier avec sa caisse adjuge a Mr. Roque, pour la somme de cinq piastres cinquante cents - 5 50
Item deux pieds de Pomelade adjuge avec une caisse a Mr. Guerlain pour la somme de quatre piastres - 4 00
Item un citronnier avec une caisse adjuge a Mr. Guerlain pour la somme de vingt piastres - - 20 00
Item un Gouyavier adjuge avec sa caisse a Mr. Dusuau, de la Croix pour la somme de seize piastres - 16 00
Item un Arbrisseau (non inconnu) avec sa caisse adjudge a Mr. Roque pour la somme de huit piastres vingt cinq cents - - - - - 8 25
Item un Bananier avec caisse adjuge a Mr. Roque pour la somme de six piastres - - - 6 00
Item un flouripendio avec sa caisse adjudge a Mr. Roque pour la somme de neut piastres vingt cinq cents - - - - - - - 9 25
Item deux pieds de Pomillada avec leurs caisses adjuges a Mr. Darcantel pour la somme de huit piastres cinquante cents - - - - 8 50

Item une petite caisse de fleurs adjugee a Mr. Darcantel pour la somme de deux piastres. - - -	2 00
Item un citronnier avec sa caisse adjudge a Mr. Darcantel pour la somme de huit piastres et cinquante cents - - - - - -	8 50
Item deux pides de fioripondio avec leur caisses adjuges Mr. Dupuy pour la somme de huit piastres -	8 00
Item une laignoire adjuge a Mr. Lynd pour la somme de quirze piastres - - - - -	15 00
	$309 87½

Montant des arbreseaux et Fleurs.

Et attendu qu'il est six heures de relevee, nous register de testaments susdits et soussigne avons arreti la presente vente et an avons remis la contenuation a demain dix heures du matin ce dont nous avons prevenu le publec a haute et intelligible voix et lecteur faite d'icelui nous avons trouve le montant de la vente du Mobilier meublant etre de la somme de douze cents trente quatre piastres, quatre vingt douze cents, celui de la vente de la bibliotheque etre de la somme de mille soixante dix sept piastres et soixante quinze centimes, et enfin, celui des arbriseaux et fleures etre de la somme de trois cent neuf piastres quatre vingt sept cents et demi les quels forment ensemble la somme de deux mille six cent vingt deux piastres et cinquante quatre cents et demi la quelle somme nous avons laisec a la disposition du sieur Richard Relf, executeur testamentaire que le reconnait et s'en fait charge et ont toutes les parties et temoins, signe avec nous les jour, mois et en que desfus et nous sommes retues.

Signe PROSPERE PRIEUR,
BLONDEAU.

MOREAU LISLET,
Deffenseur des heritiers absents.

RICHARD RELF.
THOS. BEALE, *Register.*

Vente des Animaux.

Et aujourdhui Onzuine jour du mois de September de l'au de notre seigneur mil huit cent treze et la trente huitieme de l'independance des Etats Unis d'Amerique, dix heures du matin, nous Thomas Beale, register de testamens pour la ville et paroisse de la Nouvelle Orleans, nous sommes transportes sur la route du Bayou au domicile on est decede feu sieur Daniel Clark, a l'effet d'y proceder a la continuation de la vente du mobilier provenant de la dite succession on etant, nous en presence des sieurs, Richard Relf, executeur testamentaire, Louis Moreau Lislet avocat nomme par la cour pour representer les heritiers absents, et en celle des sieurs

Prospere Prieur et Sebastein Blondeau temoins par nous requis proclame la susdite vente aux termes et conditions suivantes: Savoir: Au comptant pour les sommes que ne depasseront celle de cent piastres, et celle au dessons, a soixante jours de credit payables en billets endorses a la satisfaction de l'executeur testamentaire.

Animaux.

Premierement un cheval noir anglais de cobriolet adjuge a Mr. P. F. Dubourg pour la somme de cent trente piastres - - - - -	$130 00
Item une vache rouge et son veau adjugee a Mr. Millebrough pour la somme de vignt cinq piastres et vingt cing cents - - - - - -	25 25
Item une autre vache rouge et son veau, adjugee a Mr. Millebrough pour la somme de vingt deux piastres	22 00
Item une autre vache rouge et son veau, adjugee a Mr. Darcantel pour la somme de seize piastres - -	16 00
Item une autre vache rouge et son veau, adjugee a Mr. Darcantel pour la somme de dix huit piastres -	18 00
Item une autre vache blanche et noire avec son veau adjuge a Mr. Lecerne pour la somme de dix sept piastres - - - - - - - -	17 00
Item une autre vache blanche avec son veau adjugee a Mr. Baron pour la somme de vingt piastres -	20 00
Item une autre vache brune avec son veau adjugee a Mr. Jaques Guy Dreus pour la somme de cinquante huit piastres - - - - -	58 00
Item une autre vache caye avec son veau adjugee a Mr. Relf pour la somme de cinquante quatre piastres	54 00
Item une autre vache brune prete a mittre bas, adjugee a Mr. Cadet Dejeau pour la somme de quarante cinq piastres.	
Item une autre vache rouge sans veau, adjugee a Mr. Coirou pour la somme de vingt huit piastres -	28 00
Item une autre vache noire sans veau adjugee a Mr. Cadet Dejeau pour la somme de vingt deux piastres	22 00
Item une autre vache rouge bigaree sans veau adjugee a Mr. Coirou pour la somme de vingt cinq piastres	25 00
Item une vache cafe au lait sans veau adjugee a Mr. Cadet Dejeau pour la somme de vingt cinq piastres	25 00
Item une vache rouge ecomee sans veau adjugee a Mr. Ls. Lere pour la somme de quarante trois piastres -	43 00
Item une vache rouge sans adjugee a Mr. Lecerne pour la somme de dix neuf piastres - - -	19 00
Item une vache Barosse sans veau adjugee a Mr. Lecerne pour la somme de vingt huit piastres -	28 00
Item une vache noire sans veau adjugee a Mr. Bonnefoy pour la somme de dix sept piastres - -	17 00

Item une vache rouge sans veau adjugee a Mr. Relf pour la somme de vingt six piastres - -	26 00
Item une vache cafe au lait sans veau adjugee a Mr. Cadet Dejeau pour la somme de trente cinq piastres	35 00
Item une vache dos blanc sans veau adjugee a Mr. Darcantel pour la somme de trieze piastres -	13 00
Item une vache cafe au lait sans veau adjugee a Mr. Cadet Dejeau pour la somme de quinze piastres -	15 00
Item une vache rouge sans veau adjugee a Mr. Coirou pour la somme de seize piastres - - -	16 00
Item une vache soupe de lait adjugee a Mr. Hopkins pour la somme de dix huit piastres - - -	18 00
Item une jeune taure rouge adjugee a Mr. Coirou pour la somme de treize piastres - - - -	13 00
Item une autre jeune taure rouge adjugee a Mr. Fleytas pour la somme de neuf piastres - -	9 00
Item une autre taure rouge adjugee a Mr. Guenou pour la somme de sept piastres cinquante cents - -	7 50
Item deux petites Taureaux adjugees a Mr. Blanc pour la somme de vingt piastres - - - -	20 00
Item une paire de boeufs adjugees a Mr. Lucerne pour la somme de trente six piastres - - -	36 00
Item une autre paire de boeufs adjugees a Mr. Lucerne pour la somme de trente sept piastres -	37 00
Item une autre paire de boeufs adjugees a Mr. Lucerne pour la somme de vingt neuf piastres - -	29 00
Item deux mulets adjuges a Mr. Cadet Dejeau pour la somme de quatre vingt piastres - - -	80 00
Item deux autres mulets adjuges a Mr. Coirou pour la somme de quatre vingt guatorze piastres - -	94 00
Item deux autres mulets adjuges a Mme. Faisandieu pour la somme de soixante piastres - -	60 00
Item deux autres mulets adjuges a Mr. Coirou pour la somme de soixante et une piastres - -	61 00
Item deux autres mulets adjuges a Mme. Faisandieu pour la somme de cinquante trois piastres - -	53 00
Item deux autres mulets adjuges a Mr. Coirou pour la somme de soixante quinze piastres - - -	75 00
Item un cheval rouge anglais adjuge a Mr. Lucerne pour la somme de soixante piastres - -	60 00
Item un cheval creole adjuge a Mr. Lucerne pour la somme de trente deux piastres - - -	32 00
Item un cheval souris adjuge a Chas. Decoudreau pour la somme de vingt piastres - - - -	20 00
Montant total des animaux - - -	$1,421 75

Et attendu qu'il ne nous a pas ete presente d'autres animaux a vendre comme provenant de la succession du dit feu sieur Daniel Clark, nous register susdit et soussigne avons arrete le present et lecture faite d'icelui nous avons trouve le montant des animaux vendus etre de la somme de quatorze cent vingt et une piastres soixante quinze cents la quille somme nous avons laisse a la disposition, du sieur Richard Relf que le reconnait s'en fait charge et a signe avec nous et les autres parties et temoins les meme, jour mois et au que dessus, et nous sommes retires.

Signe, BLONDEAU,
PROSPERE PRIEUR.
MOREAU LISLET,
Defenseur des heritiers absents.
RICHARD RELF.
THOS. BEALE,
Register of Wills.

Iuventaire de l'habitation Chapitoulas.

Et aujourdhui vingt huitieme jour du mois de Septembre de l'au de notre seigneur mel huit cent treize et le trente huitieme de l'independance des Etats Unis d'Amerique, quatre heures du matin, Mons. Thomas Beale, regester du testamens pour la ville et paroisse de la Nouvelle Orleans, nous sommes transportes sur une habitation de la propriete de feu Daniel Clark, siu a six lieux de cette ville par en haut et au meme bord a la cote de Chapitoulas a l'effit d'y proceder a la continuation de l'inventaire descriptif et estimatiff des proprietes delaisses par dit feu sieur Daniel Clark, on etant nous avons trouve le sieur Richard Relf executeur testamentaire, L. Moreau Lislet avocat nomme par la cour pour representre l'heritiere absente et avons en leur presence pris le serment des sieurs P. Baron Boisfontaine et l'Ille Sarpy appreciateurs choisi par l'executeur testamentaire de bien et fidelement se comporter dans leurs fonction et d'estimer sur leur ame et conscience tout ce que leur serait presente comme provenant de la dite succession, apres quoi nous avons en presence de tous procede comme suit.

Meubles et Fournitures.

Premierement six chaises estimes par les dits appreciateurs la somme de six piastres - -	$ 6 00
Item un matelat estime pour les memes la somme de cinq piastres - - - - -	5 00
Item deux bois de lits estime par les memes la somme de six piastres - - - - - -	6 00
Item deux tables estimes par les memes la somme de trois piastres - - - - -	3 00
Item deux coffres de medicines estimes par les memes la somme de vingt piastres - - - -	20 00

Item deux paires de chenets estimes par les memes lor somme de dix piastres - - -	10 00
Item une jarri a eau estimee par les memes la somme de douze piastres - - - - -	12 00
Item deux paires de draps estimes par les memes la somme de dix piastres - - - -	10 00
Item la batteru de cuisine telle qu'elle se poursuit et comporte estimee par les memes la somme de vingt cinq piastres - - - - -	25 00

Instruments Aratoires.

Guartorze charrues evalues par les susdits appreciateurs la somme de deux cent dix piastres le tout ensemble	210 00
Item deux socs de charrues estimes par les memes la somme de vingt piastres - - - -	20 00
Item deux grandes huses estimes par les memes la somme de dix piastres - - - -	10 00
Item quatre autres huses a houes estimes par la memes ensemble la somme de douze piastres - -	12 00
Item huit charrettes estimes par les memes la somme de deux cent quatre vingt piastres - - -	280 00
Item deux brouettes estimes par les memes la somme de cinq piastres - - - - -	5 00
Item cinquante trous estimes par les memes la somme de cinqnante piastres - - - - -	50 00
Item quinze seches estimes par les memes la somme de vingt cinq piastres - - - -	25 00
Item un assortiment d'out ils de forgerons estime par les menes la somme de deux cent piastres - -	200 00
Item trente haches estimes par les menes la somme de quarante cinq piastres - - - -	25 00
Item deux ——— estimes par les menes la somme de deux piastres - - - - - -	2 00

Anemaux.

Item douze paires de Boeufs estimes par les memes a quarante piastres la paire ensemble la somme de quatre cent quatre vingt piastres - - - -	480 00
Item vingt quatre mulets estimes ensemble par les memes la somme de quatorize cent quarante piastres	1,440 00
Item cinq chevaux estimes par les memes a cinquante piastres - - - - - -	250 00
Item quinze vaches estimees par les memes la somme de vingt cinq piastres chaque, ensemble la somme de trois cent soixsante quenze piastres - - -	375 00

Item sept bouvillons estimes par les memes la somme de huit piastres piece ensemble la somme de cinquante six piastres - - - - - - - -	56 00
Item huit veaux estimes par les memes la somme de cinq piastres piece ensemble la somme de quarante piastres - - - - - - -	40 00
Item deux taureaux estimes par les memes la somme de dix piastre piece ensemble la somme de vingt piastres	20 00
Item soixante quatre moutons estimes par les memes a quatre piastres piece ensemble la somme de deux cent cinquante six piastres - - - - -	256 00
	$3,873 00

Qui sout tous les Meubles Intruments, Aratoires et Animaux trouves sur la dite habitation.

Esclaves.

Premediement, doctor negre age de cinquante ans esteme par les meme la somme de deux cent cinquante piastres - - - - - - -	$250 00
Item Hector negre age de vingt sept ans estime par les memes la somme de cinq cent piastres - -	500 00
Item Janvier negre age de soixante ans estime par les memes la somme de soixante piastres - -	60 00
Item William, negre age de trente an estime par les memes la somme de sept cent piastres - -	700 00
Item Stuard negre age de trente cinq ans estime par les memes la somme de quatre cent piastre - -	400 00
Item Jim negre age de vingt sept ans estime par les memes la somme de six cents cinquante piastres -	650 00
Item Celersey, negre aveugh age de quarante ans le quel vue son infirmite n'a pu etre evalue par les susdits appreciateurs et a ete porti ici uniquement pour memoire - - - - - - -	Memoire
Item Marier negre d'environ trente ans estime par les memes la somme de trois cent piastres - -	300 00
Item Kitt, negre age de quarante cinq ans estimes par les memes la somme de deux cent cinquante piastres	250 00
Item Brown, negre de soixante ans estime par les memes la somme de soixant piastres - - - - -	60 00
Item John, negre de trente trois ans estime par les memes la somme de sept cent piastres - -	700 00
Item Wing, negresse avec David son enfant age d'un an estime par les memes la somme de quatre cent cinquante piastres - - - - - -	450 09
Item old Esther, negresse age d'environ soixsante ans estimee par les menes la somme de deux cent piastres	200 00

Item Billy, negrellon aye six ans estime la somme de cent piastres - - - - - - 100 00
Item Ana, negresse age de vingt ans estimee par les memes la somme de quatre cent cinquante piastres 450 00
Item James McCall, negre age de vingt trois ans estime par les meme personnes six cent piastres - - 600 00
Item Phill negrillon age douze ans estime par les memes la somme de quatre cent piastres - - - 400 00
Item Betsey, negresse avec son enfant age de six mois nomme aimee estime par les menes la somme de quatre cent cinquante piastres - - - 450 00
Item Mouthos, negre age de cinquante ans estime par les memes la somme de quatre cent piastres - - 400 00
Item Esther age de trente cinq ans estime par les menes la somme de quatre cent piastres - - - 400 00
Item Morning negresse age de quatorze ans estimee par les memes la somme de trois cent piastres - - 300 00
Item Sam negre age de quarante ans estime par les memes la somme de cinq cent piastros - - 500 00
Item old Cate, negresse age de cinquante ans estime par les memes la somme de deux cent piastres - 200 00
Item Grace, negritte agee de dix ans estimee par les memes la somme de trois cent piastres - - 300 00
Item Elijah negrillon age de dix ans estime par les memes la somme de quatre cent piastres - - 400 00
Item James negre age de trente ans estime par les memes la somme de sept cent piastres - - 700 00
Item Rose, negresse age de trente ans avec son enfant nomme Dan age d'un an estime par les memes a quatre cent cinquante piastres - . - - 450 00
Item Ana, negresse age de trente ans estimee par les memes les somme de trois cent cinquante piastres - 350 00
Item Bird negre age de quinze ans estime par les memes la somme de quatre cent pirastres - - 400 00
Item Patty, negrillon age de treize ans estime, par les menes la sommes de trois cent piastres - - 300 00
Item Lawrence, negro chárpentier, age de trente cinq ans estime par les menes la somme de sept cent piastres - - - - - - 700 00
Item Frankey, negre age de trente ans estime par les memes la somme de quatre cent piastres - - 400 00
Item John, nigrillon age de dix ans estime par les memes le somme de trois cents piastres - - - 300 00
Item Charles, nigrillon age de sept ans estime par les memes la somme de deux cents piastres - - 200 00
Item McKenzy, negrillon, age de cinq ans estime par les memes la somme de cent piastres - - - 100 00
Item Marguerite nêgrette agée dix trois ans estimée par les mêmes la somme de cent piastres - - 100 00

Item Fany nêgresse agé de vingt cinq ans avec Marie son enfant age d'un an, estimes par les mêmes, la somme de quatre cent cinquante piastres - - 450 00
Item Nelson age de neuf ans cestime par les memes la somme de deux cent cinquante piastres - - 250 00
Item Major negrellon age de sept ans estime par les memes la somme de cent cinquante piastres - 150 00
Item Wainey negresse de vingt six ans, avec ses trois enfans, savoir: Helick, age de cinq ans; Bouky, age de quatre ans, et Maraga de deux ans estimes par les memes la somme de sept cent piastres - - 700 00
Item Spencer negre age de quarante sept ans estime par les memes la somme de six cent piastres - 600 00
Item Themar negresse age de vingt cinq ans estimé par les memes la somme de quatre cent cinquante piastres - - - - - - 400 00
Item Old Major le quel ne son age et ses infirmetés n'a ete porte içi que pour mèmoire - - - Mèmoire.
Item Darky, negre age de trente ans ayant un rheumatisme cestime par les memes la somme de cent piastres - - - - - - 100 00
Item Doriana Smith age de seize ans estimee par les memes la somme de deux cent cinquante piastres - 250 00
Item Cambridge negre age de quarante ans estime par les memes la somme de quatre cent cinquante piastres - - - - - - 450 00
Item Raphaël negresse agee de vingt six ans, et son enfant age de quatre mois nomme Gabriel estimes par les memes la somme de quatre cent cinquante piastres - - - - - - 450 00
Item St. Wenny agee de vingt ans estimee par les memes la somme de quatre cent cinquante piastres - 450 00
Item Sarah negresse agee de vingt six ans estimee par les memes la somme de cinq cent piastres - - 500 00
Itew Judie mulatresse agee de vingt six ans estimee par les memes la somme de quatre cent cinquante piastres - - - - - - 450 00
Item Polly negresse agee de vingt sept ans estimee par les memes la somme de quatre cent cinquante piastres - - - - - - 450 00
Item Fany negresse agee de vingt deux ans estimee par les memes la somme de cinq cents piastres - - 500 00
Item Nace negre age de trente six ans estime par les memes la somme de six cent piastres - - 600 00
Item Molly negresse agee de quarante six ans estimee par les memes la somme de trois cent piastres - 300 00
Item Nancy negresse de dix huit ans estimee par les memes la somme de quatre cent cinquante piastres 450 00
Item Kery negritte age de douze ans estime par les

memes la somme de trois cent cinquante piastres - 350 00
Item Tom negrillon age de huit ans estime par les memes la somme de trois cent cinquante piastres - 350 00
Item Nany negresse de dix huit ans estimee par les memes la somme de quatre cent cinquante piastres - 450 00
Item Washington negre age de vingt cinq ans estropie d'une main, estime par les memes la somme de trois cent piastres - - - - - - 300 00
Item Betty negresse agee de vingt ans avec Tom son enfant age de quatre mois, estimee par les memes la somme de quatre cent piastres - - - 400 00
Item Betty negresse agee de vingt six ans estimee par les memes la somme de quatre cent piastres - - 400 00
Item George negre age de quarante ans, cestime par les meme la somme de six cent piastres - - 600 00
Item Old Rachael agee d'environ cinquante ans estime par les memes la somme de trois cent piastres - 300 00
Item Dinah negresse agee de soixante ans estimes par les memes la somme de cent cinquante piastres - 150 00
Item un negrillon nomme Dam age de cinq ans estime par les memes la somme de cent cinquante piastres 150 00
Item Levy negrillon age de cinq ans estime par les memes la somme de cent piastres - - - 100 00
Item Anthony negre age de soixante dix ans estime par les memes la somme de cinquante piastres - 50 00
Item Rachael negresse agee de seize ans estimee par les memes la somme de quatre cent piastres - 400 00
Item Charlotte negresse agee de seize ans estimee par les memes la somme de trois cent cinquante piastres 350 00
Item Waldren negre age de quinze ans estime par les memes la somme de quatre cent piastres - - 400 00
Item Patianne negritte agee de treize ans estemee par les meme la somme de trois cent cinquante piastres 350 00
Item Sucky negritte agee de treze ans estimee par les memes la somme de trois cent cinquantre piastres - 350 00
Item Lilly age de quarante ans, estime par les memes la somme de quatre cent piastres - - - 400 00
Item Maimy negresse agee de quinze ans estimee par les memes la somme de quatre cent piastres - - 400 00
Item Souky negritte agee de treize ans estimee par les memes la somme de trois cent cinquante piastres - 350 00
Item Edmond negrillon age de sept ans estimee par les memes la somme de deux cent cinquante piastres - 250 00
Item Nelly negritte agee de trois ans estimee par les memes la somme de cent cinquante piastres - 150 00
Item Betsey negritte agee de dix ans estemee par les memes la somme de trois cent piastres - - 300 00
Item Ben, negre age de vingt six ans estimee par les memes la somme de cinq cent piastres - - 500 00

Item Jenny negresse agee de vingt six ans, estime par les memes, la somma de quatre cent cinquante piastres - - - - - - - - 450 00
Item Kelly, negritte agee de cinq ans, estime par les memes la somme de cent cinquante piastres - - 150 00
Item Henriette negritte agee de huit ans estimee par les memes la somme de deux cent cinquante piastres - 250 00
Item Bob, quarteron, age de seize ans estime par les memes la somme de trois cent piastres - - 300 00
Item Elry negre age de trente neuf ans estime par les memes la somme de cent piastres, vu qu'il a un ulcere 100 00
Item Ketty negresse agee de dex sept ans, estimee par les memes la somme de quatre cent piastres - - 400 00
Item Peggy negresse agee de quarante ans, estimee par les memes la somme de quatre cent piastres - 400 00
Item, Hortas, onegrillon agee de douze ans, estimee par les memes la somme de quatre cent cinquante piastres - - - - - - - - 450 00
Item Thomas negre age de trente ans estime par les memes la somme de deux cent cinquante, piastres attendu que le dit negre a la gravelle - - 250 00
Item Sally negresse de seize ans estime par les memes la somme de cinq cent piastres - - - 500 00
Item Rette, mulatre de quinze ans estime par les memes la somme de quatre cent piastres - - - 400 00
Item Anny negre age de trente cinq ans, estime par les memes la somme de deux cent piastres - - 200 00
Item Williams negrillon age dn deux ans estime par les memes la somme cinquante piastres - - - 50 00
Item Ben forgeron age de cinquante ans estime par les memes la somme de cinq cent cinquante piastres - 550 00
Item Anny negre age de trente ans estime par les memes la somme de quatre cent piastres - - 400 00
Item Raily negresse age de vingt quatre ans estimee par les memes la somme de cinq cent piastres - - 500 00
Item Jenny, Tisseraude age d'environ trente neux ans estimee par les memes la somme de cinq cent piastres 500 00
Item James negre age de quinze ans estime par les memes la somme de quatre cent piastres - - 400 00
Item Rachael negresse age de trente ans estimee par les memes la somme de trois cent cinquante piastres 350 00
Item Jack negre age de vingt six ans estime par les memes la somme de cix cent piastres - - 600 00
Item Joe negre age de quinze ans estimes par les memes la somme de cinq cent piastres - - 500 00
Item Mary negresse agee de trente ans estimee par les memes la somme de cinq cent piastres - - 500 00
Item Suky negrette agee de douze ans estimee par les memes la somme de trois cent cinquante piastres - 350 00

Item Victoire, negrette age di dix ans estimee par les memes la somme de trois cent piastres - - 300 00
Item Joe mulatre age de seize ans estime par les memes la somme de quatre cent piastres - - - 400 00
Item Rachael negresse agee de quinze ans estimes par les memes la somme de cinq cent piastres - - 500 00
Item Peggy negrette age de dix ans estimee par les memes la somme de trois cent piastres - - 300 00
Item James Harris negre age de trente six ans estime par les memes la somme de cinq cent piastres - 500 00
Item Rachael negresse age de vingt cinq ans estimee par les memes a quatre cent piastres, - - 400 00
Item George negrillon age de huit ans estime par les memes la somme de deux cent cinquante piastres, 250 00
Item James negrillon age de dix ans estime par les memes la somme de cent piastres, - - 100 00
Item un negrillon nomme Campayne estime par les memes la somme de cinquante piastres, - - 50 00
Item Rose negresse de vingt cinq ans estime par les memes la somme de quatre cents piastres, - 400 00
Item aime negrillon age de cinq ans estime par les memes la somme de cent piastres, - - 100 00
Item Thom negrillon age d'un an estime par les memes la somme de cinquante piastres, - - 50 00
Item Lazo negre age de quinze ans estime par les memes la somme de quatre cent piastres, 400 00
Item Peter negre age de cinquante ans estime par les memes la somme de quatre cent cinquante piastres, 450 00
Item Mary negresse agee de trente cinq ans estime par les memes la somme de deux cent cinquante piastres, - - - - - - 250 00
Item Duke negre age de quarante ans estime par les memes la somme de trois cent piastres, - - 300 00
Item Chloe negresse agee de trente cinq ans, estime par les memes la somme de trois cent piastres, - 300 00
Item James negre age de cinquante ans estime par les memes la somme de trois cent piastres, - 300 00
Item Mary negresse agee de cinquante ans estime par les memes la somme de cent cinquante piastres, - - - - - - 150 00
Item Nelly negresse agee de trente ans, avec Daniel son enfant age de neuf ans estime par les memes a trois cent cinquante piastres, - - - 350 00
Item Darky negresse agee de vingt cinq ans, estimee par les memes la somme de quatre cent piastres, - 400 00
Item Daniel negrillon age de six ans, estime par les memes la somme de cent cinquante piastres, - 150 00
Item Louis negrillon age de cinq ans estime par les memes la somme de cent piastres, - - - 100 00

Item Sally negritte agee de trois mois estimee par les memes la somme de cinquante piastres, - - 50 00
Item Luke negre age de trente ans estime par les memes la somme de cinq cent piastres, - - 500 00
Item George negrillon age de dix ans estime par les memes la somme de trois cent piastres, - 300 00
Item Poggy negre age de vingt deux ans estropie estime par les memes la somme de cent cinquante piastres, - - - - - - - 150 00
Item Tob negrillon age de neuf ans estime par les memes la somme de trois cent piastres, - - 300 00
Item Jack negre age de dix huit ans, estime par les memes la somme de six cent piastres, - 600 00
Item Nathan negre age de vingt huit ans, estime par les memes la somme de quatre cent cinquante piastres, - - - - - - 450 00
Item Toby negre age de trente ans, estime par les memes la somme de trois cent piastres, - - 300 00
Item Jeoffry negrillon age de onze ans estime par les memes la somme de trois cent cinquante piastres, - 350 00
Item Phil negre age de quarante ans estime par les memes la somme de cinq cent piastres, - - 500 00
Item David negrillon age de douze ans estime par les memes la somme de trois cent piastres, - - 300 00
Item David negrillon age de douze ans estime par les memes la somme de trois cent piastres, - 300 00
Item James Shiling negre age de trente ans, imbecile estime par les memes la somme de cinquante piastres, - - - - - - - 50 00
Item Lucy morrow negresse agee de quarante ans estime par les memes la somme de quatre cent piastres, - - - - - - - 400 00
Item George negrillon age de dix ans, estime par les memes la somme de deux cent piastres, - - 200 00
Item Rose negresse agee de vingt sept ans avec Bob, son enfant estime par les memes la somme de trois cent cinquante piastres, - - - - 350 00
Item Rosette negresse agee de vingt quatre ans estimee par les memes la somme de quatre cent cinquante piastres, - - - - - 450 00
Item Annah negresse agee de vingt six ans estimee par les memes la somme de trois cent piastres, - 300 00
Item Judick negresse agee de vingt huit ans, estimee par les memes la somme de quatre cent piastres, - 400 00
Item Kitty negresse agee de vingt six ans, estimee par les memes la somme de trois cent cinquante piasties, - - - - - - 350 00
Item Silva negresse agee de vingt deux ans eitimer par les memes la somme de quatre cent cinquante piasters 450 00

Item Kitty negresse age de vingt cinq ans estimee par les memes la somme de trois cent cinquante piastres 350 00
Item Julia negresse agee de vingt trois ans avec ses trois enfans nommes John age de sept ans, Quako age de cinq ans, et Jenny agee de trois uns estimes ensemble la somme de sept cent cinquante piastres - - 750 00
Item Louisa negritte agee de treize ans, estimee par les memes la somme de quatre cent cinquante piastres - 450 00
Item little Jim negrillon age de onze ans, estime par les memes la somme de quatre cent piastres - 400 00
Item Jerry mulatre age de seize ans estime par les memes la somme de quatre cent piastres - - 400 00
Que sout tous les negres qui nous ont ete representes comme provenant de la succession du dit fen sieur D. Clark sur cette habitation.

Habitation

Item l'habitation sur la quelle nous operons ayant vingt quatre acres et demi de terre face au fleure sur sa profondeur jusqu an lac, bornee d'un cote par Mr. Cadet Fortier et de l'autre par William Kenner sur la quelle il existe les batisses, provisions et recoltes suivantes. Batisses—Une purgerie, une petite maison de maitre, vingt quatre cabanes a negres, un pigennier, et une boutique de forgeron. Provisions—Environ un millier de mais.

Recolte. Et enfin cinquante acres de terre plantes en cannes a sucre, la quelle habitation telle qu'elle est decrite avec ses batesses, recolte et provisions a ete estimee par les memes appreciateurs la somme de cinquante mille piastres - - $50,000 00

Et attendu qu'il ne nous a rien ete presente comme appartenant a la dite succession, nous regester susdit et soussigne avons arrite le present a six heures de relivee et lecture faite d'icelui nous avons trouve le montant des meubles, pournitures et animaux, inventories dans les presentes vacations etre de la somme de trois mille huit cent soixante et treize piastres, celui des cent soixante cinq esclaves de tout sexe et de tout age etre de la somme de cinquante deux mille sept cent soixante dix piastres, et enfin celui de l'habitation telle qu'elle est decrite ce dessus etre de la somme de cinquante mille piastres. Ce qui forme ensemble une somme de cent six mille six cent quarante trois piastres, les quels meubles, fournitures animaux, esclaves, et habitation nous avous laesses a la charge du dit sieur Richard Relf executeur testamentaire que le reconnait et a signe avec nous et les et les autres partie it temoins, les meme jour, mois et un que dessus, et nous sommes retires.

Signe, MOREAU LESLIT,
Deffenseur des heritiers absents.
RICHARD RELF,
L'ille Sapy.
THOS. BEALE,
Register.

Et aujourdhui quatrieme jour du mois d'Octobre de l'an de notre seigneur mil huit cent treize, et le trente hueiteme de l'independance des Etats Unis d'Amerique, dix heures de matin, nous Thomas Beale rigester des testaments pour la ville et paroisse de la Nouvelle Orleans nous sommes transportes an cape de la nouvelle Bourse a l'effet d'y proceder a la vente an plus offrant et dernier encheresseur des esclaves provenant de la succession du feu sieur Daniel Clark, ou etant nous avons trouve les sieurs Richard Relf executeur testamentaire du defunt, Louis Moreau Lislet avocat nomme par la cour pour representer les huitiers absens, et avons en leur presence et en celle des sieurs Prospere Prieur et Sebastien Blondeau proclame la susdite vente aux ternus et conditions suivantes. Les conditions de la vente sont a six mois de credit payables en billets endosses a la satisfaction de l'executeur testamentaire avec hypotheque speciale jusqu au parfait pariment.

Premierement, Sam Harris, negre age de vingt six ans, Rachael negresse agee de vingt cinq ans, George age de huit ans, Jacques age de sex ans et Champion age d'un an adjuges ensemble a Mr. Soniat Dufossat pour la somme de doize cent souxante piastres - - - - - - - $1,260 00

Item Iago negre age de quinze ans, adjuge a Mr. Blanque pour la somme de quatre cent piastres - - 400 00

Item Darky negresse agee de vingt cinq ans avec res trois enfans, nommes Daniel age de sex ans, Lewis age de cinq ans et Sally agee de trois mois, ensemble adjuges a Mr. Augustin Massicot pour la somme de sept cent quatre vingt dix piastres - - - 790 00

Item Mary negresse agee de trente cinq ans adjugee a Mr. Montegut fils pour la somme de trois cent dix piastres - - - - - - - 310 00

Item David negrillon age de douze ans adjuges a Mr. Francois pour la somme de quatre cent dix piastres 410 00

$3,170 00

Item David negrillon age de douze ans adjuge a Mr. Beaulieu pour la somme de trois cent quinze piastres 315 00

Item Hannah negresse agee de trente ans avec ses deux enfans nommes Cird negrillon age de quinze ans, et Patty agee de trieze ans adjudges ensemble a M. Dupuy pour la somme de douxe cent soixante piastres 1,260 00

Item Polly negresse agee de vingt sept ans adjugee a Mr. Deuzac pour la somme de quatre cent soixante piastres - - - - - - - 460 00

Item Fanny negresse agee de vingt deux ans adjugee a Mr. Soniat Dufossat pour la somme de cinq cent piastres - - - - - - - 500 00

Item Betty negresse agee de vingt ans avec Tom, son enfant, adjugee a Mr. Moreau pour la somme de quatre cent quatre vingt quinze piastres - - 495 00

Item old Rachael, negresse agee de cinquante ans adjugee a Mr. Samuel Elkins pour la somme de deux cent. soixante piastres - - - - 260 00

Item Rachael, negresse agee de seize ans, adjugee a Mr. Desdunes fils pour la somme de quatre cent quinze piastres - - - - - 415 00

Item Waldren, negre agee de quinze ans, adjuge a Mr. Sagon pour la somme de cinq cent piastres - 500 00

Item Sucky, negresse agee de trieze ans, adjuge a Mr. Lachataiquerais pour la somme de trois cent quatre vingt quinze piastres - - - - 395 00

Item Jenny, negresse agee de vingt six ans, avec ses deux enfans nommes Henriette de huit ans et Kelly de cinq ans, adjuges ensemble a Mr. Norbert Fortier pour la somme de huit cent cinquante piastres - 850 00

Item Ben, age de cinquante ans, et Amy, negresse agee de trente ans adjudges ensemble a Mr. Verbois pour la somme de neuf cent cinquante piastres - - 950 00

Item Peggy, negritte agee de dix ans, adjugee a Mr. Brusle pour la somme de trois cent soixante cinq piastres - - - - - - 365 00

Item Eliza et son enfant, adjugee a Mr. Francois Labarre pour la somme de six cent quatre vingt dix piastres - - - - - - 690 00

Item Isaac, mulatre age d'environ dix huit ans, adjuge a Mr. Celestin Avar, pour la somme de cinq cent vingt piastres - - - - - 520 00

$11,145 00

Et attendu que plusieurs autre esclaves ont ete exposes en vente et qu'ils nont pu s'elever au prix de l'estimation, qu'il est deux heures de relevee et le peu d'encherisseurs, nous register susdit et sousigne avons du consentement des parties renvoye la vente a demain dix heures du matin ce dont nous avons prevenu le public a haute et intelligible voix et lecture faite du present, nous avons trouve le montant de la vente etre de la somme de onze mille cent quarante cinq piastres, la quelle nons avons laisse en la disposition du sieur Richard Relf, executeur testamentaire du defunt qui le reconnait, s'en fait charge et a signe avec nous et les autre parties et temoins, les memes jour, mois et au que dissus et nous sommes riteres.

Signe,

RICHARD RELF,
PROSPERE PRIEN,
BLONDEAU,
MOREAU LESLIT,
Deffenseur des heritiers absent.
THOMAS BEALE,
Register.

Et aujourd'hui cinquieme jour du mois Octobre, de l'an de notre seigneur mil huit cent treize, et le trente huitume de l'independance des Etats Unis d'Amerique. En vertu de l'ordonnance de l'honorable James Petot, juge de la cour des preuves, des la ville et paroisse de la Nouvelle Orleans, nous Thomas Beale, register des testamens de la susdite ville et paroisse, avons procede a une nouvelle estimation de negres provenant de la succession defeu Daniel Clark, et ce en presence du sieur Richard Relf, executeur testamentaire Louis Moreau Lislet avocat nomme par la cour pour representer les heritiers absens et par le ministere de sieurs Dusuau M. la Croix et Chevalier Macarty et P. Baron Boisfontaine appreciateurs choises par l'executeur testamentaire les quels ont prete dans nos mains le serment de bien et fidelement se comporter dans les devoirs de leur charge, et avons en presence de tout procede comme suit:

Premierement, Toby, negre, age de trente ans avec Jeffry, age de onze ans, estimes ensemble par les memes la somme de six cent piastres, - -	$600 00
Item Molly, negresse, agee de quarante six ans avec res trois enfans, Nancy, negresse, agee de dix huit ans, Kerey, agee de douze ans, et Tom age de huit ans estimes ensemble par les memes la somme de quatorze cent piastres - - - - -	1,400 00
Item Nancy, negresse de dix huit ans, estimes par les memes la somme de quatre cent piastres - -	400 00
Item Dina negresse agee de soixante ans, avec James son enfant age de quinze ans, estimes ensemble par les memes la somme de cinq cent piastres - -	500 00
Item Charlotte negresse agee de seize ans, estimes par les memes la somme de trois cent piastres - -	300 00
Item Betty negresse agee de dix sept ans, estimes par les memes la somme de trois cent quatre vingt piastres - - - - - - -	380 00
Item Peggy negresse agee de quarante ans, avec son enfant nomme Jerry age de dix ans estimes ensemble par les memes la somme de sept cent piastres -	700 00
Item Arthur negre age de douze ans estime par les memes la somme de quatre cent piastres - -	400 00
Item Sally agee de seize ans, et Ketty agee de quinze ans estimees par les memes la somme de huit cent piastres - - - - - -	800 00
Item Rady negresse agee vingt quatre ans estimes par les memes la somme de quatre cent piastres -	400 00
Item Rachael negresse agee de trent ans estimee par les memes la somme de trois cent piastres - -	300 00
Item Rachael negresse agee de quinze ans estimee par les memes la somme de quatre cent piastres -	400 00
Item Liddley negresse agee de quarante ans avec ses	

cinq enfans nommes Winny, agee de quinze ans, Sucky agee de trieze ans, Betsy agee de diz ans, Edmond age de sept ans, et Nelly agee de trois ans, estimes ensemble la somme de seize cent piastres - 1,600 00

$8,180 00

Et attendu qu'il ne nous a point ete presente d'autres esclaves pour etre re-evalues, nous register susdit et soussigne avons des et arrete le present, et lecture faite d'uelui nous avons trouve le montant des esclaves re-evalues, etre de la somme de huit millec ent quatre vingt piastres, et ont les parties, appreceateurs et temoins signe avec nous les memes, jour, mois et au qui dissus.

Jigne,

RICHARD RELF,
MOREAU LESLIT,
Defenseur des heretiers absent.
THOS. BEALE, *Registre.*

Et aujourd'hui cinquieme jour de mois de'Octobre, de l'an de notre seigneur mille huit cent trieze, et le trente huitieme de l'independance des Etats Unis d'Amerique. Dix heures de matin, nous Thomas Beale, registre des testaments pour la ville et paroisse de la Nouvelle Orleans, nou sommes transportes an cafe de la nouvelle bourse a l'effit d'y proceder a la continuation de la vente des esclaves provenant de la succession de dit feu sieur Daniel Clark, ou etant, nous avons en presence des sieures Richard Relf, executeur testamentaire, Louis Moreau Lislet avocat nomme par le cour pour representer les heritiers absents, et en celle des sieurs Prospere Prieur, Sebastian Blondeau, temoins par nous requis, proclame la susdite vente aux memes termes et conditions sus annoncees.

Premierement, Tobby negre age de trente ans, et Jeffry age de onze ans adjuges a Mr. Jean Frudeau pour la somme de six cent cinq piastres - - - $605 00

Item Molly negresse agee de quarante six ans avec ses trois enfans, nommes Nancy de dix huit ans, Kery de douze ans, et Tom de huit ans, adjuges a Mr. Celestin Avar pour la somme de quatorze cent piastres 1400 00

Item Nancy negresse agee de dix huit ans adjuge a Mr. Bonnefoi, pour la somme de quatre cent quinze piastres - - - - - 415 00

Item Dina negresse agee de soixante ans, avec James age de quinze ans adjuges ensemble a Mr. Nado, pour la somme de cinq cent piastres - - - 500 00

Item Charlotte agee de seize ans adjuge a Mr. Lecerne pour la somme de trois cent piastres - - 300 00

Item Nelly negresse agee de dix sept ans adjugee a Mr. Deyrand pour la somme de trois cent quatre vingt quinze piastres - - - - - 395 00

Item Peggy negresse agee de quarante ans, avec son enfant nomme Jerry age de dix ans adjuge a Mr. Edmond Macarty, pour la somme do sept cent piastres - - - - - - -	700 00
Item Arthur negrillon age de douze ans adjuge a Mr. Soublanc pour la somme de quatre cent piastres -	400 00
Item Sally agee de seize ans, et Ketty agee de quinze ans adjugees ensemble a Mr. Labarre sucrier pour la somme de huit cent trente cinque piastres - -	835 00
Item Rady, negresse agee de vingt quatre ans adjugee a Mr. Verelois pour le somme de quatre cent vingt cinq piastres - - - - -	425 00
Item Rachael negresse agee de trente ans adjudgee a Mr. Thomas Beale pour la somme et trois cent vingt cinq piastres - - - - -	325 00
Item Rachael negresse agee de quinze ans adjugee a Mr. Janblanc pour la somme de quãtre cent trente piastres - - - - -	430 00
Item Leddly negresse agee de quarante ans avec ses cinq enfans nommes Winney age de quinze ans, Sukey agee de trieze ans, Betsy agee de deux ans, Edmond agee de sept ans, et Nelly agee de trois ans, adjudge ensemble a Mr. Vernor Louis Trudeau pour le somme de dix sept cent cinq piastres - -	1,705 00
Item Patience negresse agee de trieze ans adjudgee a Mr. Pascalis de Labarre pour la somme de trois cent cinquante piastres - - - - -	350 00
Item Rufenny and William adjugee a Mr. Edmond Macarty pour la somme de six cent cinquante piastres	650 00
Item Nelly et son enfant adjuge a Mr. Kelly pour la somme de trois cent cinquante piastres - -	350 00
	$9,785 00

Et attendu qu'el nes'est point trove d'autus es'laves a vendu provenant de la succession de feu siur Daniel Clark, nous registor susdit et soussigne avons clos et arrete, le present et apres lecture faite d'icelui nous avons trouve le montant de la vente faite etre de la somme de neuf mille sept cent quartre vingt cinq piastres, laquelles a ete laesse a la disposition de det sieur Richard Relf, executeur testamentaire qui le reconnait, s'en fait charge et a signe avec nous et nos temoins, les memes jours, mois et an que dessus, et nous sommes retires.

BLONDEAU
PROSPERE PRIEUR,
RICHARD RELF,
THOS. BEALE,
Register of Wills.

Vente d'habitation et d'esclaves. And this day the eighth of November, in the year of our Lord one thousand eight hundred and thirteen, and the thirtieth of the independence of the United States of America: o'clock in the morning. I, Thomas Beale register of wills in and for the parish of New Orleans, wait at the coasts of Chapitoulas on a sugar plantion vulgarly called Cannes Bruleis, belonging to the estate of the late Daniel Clark, for the purpose to sell the said plantation, and some slaves belonging to said estate, when being, I found Mr. Richard Relf testamentary executor of said deceased, Mr. Louis Moreau Lislet attorney, appointed by the court to represent the absent heirs, and Mr. Louis Lecerne and L. A. Pigniguy witnesses here present, and then and there I proclaimed the said tale at the following terms and conditions, to wit:

The plantation and forty slaves sold with it payable, 40,000 dollars, the first May, 1822, with a yearly interest of six per cent. payable on the first May of every year, and the remaining in six equal instalments, payable on the first of March of every year, beginning in 1815, with special mortgage until final payment. And the other slaves payable at six months credit, in notes endorsed to the satisfaction of the testamentary executor, and special mortgage until final payment.

A plantation situated six leagues above the city, on the left bank of the river, having twenty-four and a half arpens more or less, in front, and extending back as far as the lake bounded on one side by Mr. William Kenner, and on the other side by Mr. Jacques Fortier, and known by the name of Cannes Bruleis; with all the implements of husbandry, animals, cattle and forty slaves, viz: Adams 1, Hector 2, Lubin 3, William 4, Kitty 5, Kate 6, Silvia 7, James 8, Stephen 9, Doctor 10, Davy Antoine 11, Figaro 12, Stewart 13, Dave 14, Jim 15, Eliza 16, Maureau 17, Rose 18, Lindor 19, Providence, 20, John 21, Julia 22, Amoria 23, Meoris 24, Hanah 25, Kitty 26, Rosetta 27, her child 28, Bob 29, McDaniel 30, Lawrence 31, Frankey 32, and her four children, John 33, Charles 34, McKinzey 35, and Margaret 36, Judah 37, and her three children, John 38, Quakes 39, and Jenny 40, Toby 41; which struck off and adjudged to Michael Fortier jr. and Omer Fortier for the sum of one hundred and twenty thousand dollars - $120,000 00

A negro man named Luke aged 30 years or thereabout to the same for five hundred dollars - - - 500 00

A negro named James, aged about to the same, for the sum of seven hundred dollars - - - 700 00

A negro woman named Rose with her son Bob, to Messrs. M. Fortier and Omer Fortier for four hundred and fifty dollars - - - - - - 450 00

A negro named Jacte to the same, about for - 600 00

A negro named Nelle aged about to the same for - 600 00

A negro named Moris aged about to the same for - 500 00

A negro named Soloman aged about to the same for 450 00

A woman named Sarah about years old, to the same for - - - - - - - 500 00

A man named Will aged about years to the same for	550 00
A woman named Fanny with her children, Mayor, Nelson and Mary, to the same for the sum of - -	850 00
A woman named Winny with her children, Eleck, Becky and Maria, to the same for the sum of -	700 00
A woman named Jenney aged about to the same for the sum of - - - - - -	500 00
	$126,900 00

Which being all the property shown to me by the testamentary executor, I have closed the present proces verbal in the presence of the before mentioned witnesses, and the parties with the purchasers, who hereby acknowledge the sale at the prices and terms aforesaid.

Signed, RICHARD RELF,
Executor,
And A. PIGNEGUY.
L. LECERNE,
L. MOREAU LISLET.
deffenseur des heritiers absents,
MICHEL FORTIER, junrs,
OMER FORTIER,
THOS. BEALE,
R. of Wills.

Et auyourdhui vingt septieme jour du mois de Janvier de l'an de notre seigneur mil huit cent quatorze, et le trente huitieme de l'independance des Etats Unis d'Amerlque, heuri de midi, nous Thomas Beale register des testamens pour la ville et paroisse de la nouvelle Orleans nous sommes transportes au lasse de la nouvelle bonne a l'effet d'y proceder a lavente des plasieurs negres provenant de la succession du feu sieur Daniel Clark, on etant nous avons trouve le sieur Richard Relf, l'un des executeurs testamentaire du defunt, Louis Moreau Lislet avocat nomme par la cour pour representer les heritiers absents et avons en leur presence et en celle des sieurs Prospere Prieur, et Sebastien Blondeau, proclame la sus dite vente a haute et intelligible voix, eau termes et conditions suivantes, savoir : Payable a six mois de credit en billets endorses a la satisfaction de l'executeur testamentaire avec hypotheque speciale jusqu'an parfait paiment.

Et apres avoir successivement expose en vente, tous les divers negres provenant de la succession de feu dit sieur Daniel Clark nous register susdet et soussigne les avons tous retires du consentement des parties, attendu qu'els reont pu s'elever au prix de l'estimation et ont eles parties et temoins signe avec nous apres lecture, les memes jour mois et au que dessus, et nous sommes retires.

Signed, RICHARD RELF,
PROSPERE PRIEUR,
BLONDEAU.

I, Willaim F. C. Duplessis register of wills in and for the parish and city of New Orleans, State of Louisiana, do hereby certify, that the foregoing transcript contains a true copy of all the mortuary proceeding had in the matter of the succession of Daniel Clark deceased, on file in court of probates aforesaid.

In faith whereof, I have hereunto set my hand and affixed the seal of said court of probates at the city of New Orleans, this twelfth day of August, in the year of our Lord one thousand eight hundred and forty, and the sixty-fifth year of the independence of the United States.

Signed W. F. C. DUPLESSIS,
Register of Wills.

I, Joachim Bermudez, sole judge of the court of probates, in and for the parish and city of New Orleans, do hereby certify, that William F. C. Duplessis who signed the foregoing certificate, was at the time thereof and still is, register of wills in and for the parish and city of New Orleans, as set forth in his certificate which is in due form.

Given under my hand at New Orleans, this 12th August, A. D. 1840.

Signed, J. BERMUDEZ,
Judge.

Record or Doc. C.

Ne varietur. W. F. C. DUPLESSIS,
Register of Wills.

STATE OF LOUISIANA, *Parish of Orleans, Court of Probates.*

Rule taken by Lucius Duncan, Esqr.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.
THURSDAY, *2d June*, 1836.

W. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN and als. } No. 843.

Present: The honorable J. Bermudez, Judge.

On motion of L. C. Duncan, Esqr., curator ad hoc for the defendants under the appointment of the court, it is ordered by the court that the plaintiffs shew cause on Monday morning next the 6th instant, at 10 o'clock, why the sum of one thousand dollars should not be allowed said L. C. Duncan, as a fee for services rendered, and why the same should not be taxed by the register of wills with the other costs incurred herein.

[REC. LXXV. J. T. 1841.]—52

In the Court of Probates,
In and for the Parish and City of New Orleans.

Monday, 6*th June*, 1836.

W. W. Whitney and Wife,
vs.
Eleanor O'Bearn and als.

Present: The honorable J. Bermudez, Judge.

Came on this day for argument, the rule taken herein on the 2d instant, by L. C. Duncan, Esq. for a fee.

L. C. DUNCAN, *for himself.*
WHITE, *for plaintiff.*

When after hearing argument the same was submitted for decision, and the court took time to consider.

Answer of J. W. White.

Filed June 6th, 1836.

In the Court of Probates,
For the Parish and City of New Orleans.

Wm. W. Whitney and
Myra C. Whitney, his Wife,
vs.
Eleanor O'Bearn.

And the said plaintiffs in this cause, by James W. White their attorney, come into the said court and for answer to the order of this honorable court, requiring them to shew cause why a fee of $1,000 should not be allowed to Lucius C. Duncan for services rendered by him as curator ad hoc for the absent defendants in this suit, say, that there is no law of the State of Louisiana providing for the payment of the services of a curator ad hoc appointed by any court to defend the interests and rights of any absent defendants or defendant, or requiring that the plaintiffs or plaintiff in any suit should in any case pay for the services of such curator, and that this honorable court cannot feel itself justified in legislating on such a subject, by requiring any party before it to pay a money demand, either in the form of costs or otherwise, which the law does not require such party to pay; and the said plaintiffs further say, that the appointment of a curator ad hoc to defend the rights and interests of any absent defendant or defendants is made wholly for the benefit of such defendant or defendants, and that it would, therefore, be unreasonable, unjust, illegal, and contrary to the express and declared judgments and decisions of the supreme court

of Louisiana, made in such cases, to require or adjudge the plaintiffs in this cause to pay for the services of the curator ad hoc for the absent defendants in said cause. That if the said curator has any legal claim for compensation for his services in this suit, that those services were rendered to said absent defendants and not to the said plaintiffs, and such claim exists, therefore, not against said plaintiffs but against the said absent defendants; and the said plaintiffs further answer, that the said Lucius C. Duncan was also the attorney of Richard Relf and Beverly Chew, two of the defendants in this suit, and that he also declared himself, in open court on June 2, 1836, to be the attorney and representative of the said absent defendants in said suit, and to have received an appointment as such from the said absent defendants. And the said plaintiffs pray that in consideration of the premises, the said rule or order may be discharged, and that they may be hence dismissed, with their costs, and for such other relief as may be equitable.

Signed, JAMES W. WHITE,
Atty. for Plf's,

Motion of James W. White.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

TUESDAY, 14*th June*, 1836.

Present: The honorable J. Bermudez, Judge.

W. W. WHITNEY and WIFE,
vs.
ELEANOR O'BEARN and als.

On motion of James W. White, Esquire, attorney for plaintiffs, it is ordered that Lucius C. Duncan, Esq., produce and exhibit in open court for the examination and inspection of the said plaintiffs, on Thursday the 16th day of June, 1836, at 10 o'clock A. M., upon the trial or argument of the rule taken by the said Lucius C. Duncan in this case, relative to the allowance and taxation of one thousand dollars in the taxed costs as a fee or compensation for the curator ad hoc for the absent defendants in said cause, all and every power, letter or warrant of attorney or other authority in writing, executed by all or any of the said absent defendants, or by any one for them, or either of them, appointing and constituting him, the said Lucius C. Duncan, the attorney or agent of all or any of the said absent defendants, in order that the same may be offered in evidence upon the said argument or trial.

Answer of Lucius C. Duncan, Esq.

Filed June 16, 1836.

In answer to this rule, I state, that I have no powers nor letters of attorney, from any of the heirs of the late Daniel Clarke, that when appointed curator ad hoc to the defendants, I adressed letters to Mrs. Greene, in Liverpool, Mrs. O'Bearne, in Sligo, Ireland, to Mrs. Jane Campbell, living near Buenosetyres, and Mrs. C. C. Clarke, wife of Dr. Bornes, living at Port Gibson, Mississippi, but have no answers to these. Mrs. Bornes I saw in this city, in October or November, 1834, and Mrs. Green I saw in Liverpool, in July, 1835, and they with their husbands, after having been apprised of the nature of this suit, of what I had done and of what I proposed to do, approved of my conduct and desired me to proceed in defence of same.

Signed, L. C. DUNCAN.

Sworn to and subscribed before me, New Orleans, 16th June, 1836.

Signed, W. F. C. DUPLESSES,
Register of Wills.

Judgment.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

WM. W. WHITNEY and wife
vs.
E. O'BEARN and als. } No. 843.

FRIDAY, 8*th July*, 1836.

Present: The honorable J. Bermudez, judge.

On a rule to show cause why the plaintiff should not pay a fee of $1,000, to the curator ad hoc appointed by this court to represent the absent debtors.

It has been ruled by the Supreme Court 2. L. R. 466, and 7th L. R. p. 71, that a curator ad hoc appointed at the institution of a suit is not entitled to a fee or an allowance which is to be taxed in the costs of suit and paid by the party cast. True it is, that a curator ad hoc is intended by law as a protector to the interests of the absentee, and should be censidered as principally beneficial to the persons they represent, but should not the appointment of this officer be considered also as beneficial to the plaintiffs in this sense; that without him no proceeding can be had against the defendants?

Under the circumstances this case presents itself to the court, I am of opinion that although the professional services rendered by the curator ad hoc, to represent absent defendants are to be paid for by and out of the funds of the person whom he represents, yet that in case of a failure on the part of the plaintiff to prosecute with effect his action, he should be made to advance the remuneration for the services of the said curator.

The court therefore considering, that the services of L. C. Duncan, Esq., curator ad hoc, to represent the absent defendants, are proved to be worth the sum of a thousand dollars.

It is ordered, adjudged and decreed, that the register of wills do tax among the costs of suit, the thousand dollars claimed by the said curator ad hoc, to be paid by the party cast in this suit, reserving to the plaintiffs their full and entire recourse for the recovery of this sum, against the absent defendants, represented by the said L. C. Duncan, Esq.

COURT OF PROBATES,
For the Parish and City of New Orleans.

In the matter of W. WHITNEY & WIFE
vs.
E. O'BEARN and others.

To the honorable the Judge of the Court of Probates in and for the parish and city of New Orleans.

The petition of the above named plaintiffs, in the above entitled cause, humbly shew: that they believe there is error in a certain final judgment, rendered by this honorable court, against these petitioners and in favor of Lucius C. Duncan, Esq., on a rule taken by him in the said cause; wherefore they pray an appeal therefrom to the Supreme Court, according to law.

Signed, JOHN R. GRYMES,
For Defendant.

Petition of Appeal, filed July 15, 1836.

Order.

Let an appeal be allowed in this case, upon the appellants giving bond with Thomas B. Harper, as his security, in the sum of fifteen hundred dollars, with condition as pointed out by law, said appeal to be returnable in the Supreme Court on the fourth Monday of November next.

New Orleans, July 21, 1836.

Signed, J. BERMUDEZ, *Judge.*

Bond.

Know all men by these presents, that we W. Wallace Whitney, and Thomas B. Harper, are held and firmly bound unto Lucius C.

Duncan, his executors, administrators and assigns, in the sum of fifteen hundred dollars, for the payment whereof, we bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated in the city of New Orleans, on this 21st day of July, in the year of our Lord one thousand eight hundred and thirty-six. Whereas the above bounden William Wallace Whitney, has this day filed a petition of appeal from a final judgment rendered against him in the suit of W. W. Whitney and wife, vs. Eleanor O'Bearn and als., in the court of probates, for the parish and city of New Orleans, on the 8th day of July, 1836.

Now the condition of the above obligation is such, that the above bound W. W. Whitney, shall prosecute his said appeal, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate real or personal, if he be cast in the appeal, otherwise that the said Thomas B. Harper, surety, shall be liable in his place.

Signed, WM. WALLACE WHITNEY, [L. S.]
Signed, THOS. B. HARPER, [L. S.]

Signed, sealed and delivered, in presence of
Signed, J. BLOSSMAN,
D. Register of Wills.

SUPREME COURT OF THE STATE OF LOUISIANA,

Monday, June 5, 1837.

The Court met.

Present: The honorable F. X. Martin, and Henry A. Bullard.

Appeal from the Court of Probates of the Parish and City of New Orleans, upon a rule taken by L. C. Duncan, Esq., *curator ad hoc.*

WM. W. WHITNEY & WIFE
vs.
ELEANOR O'BEARN *et als.*

In this case the court this day delivered their opinion in writing in the words and figures following, viz:

The defendants being absentees, Lucius C. Duncan, was appointed their curator *ad letem.* The plaintiff suffered a non suit and the court on motion of Duncan, allowed him one thousand dollars, for his services in the case the plaintiffs appealed.

This case differs only from that of Pontalba vs. Pontalba, Martin N. S. ——— in this, that in the latter, judgment was given in favor of the defendants, curator against the plaintiff herself. In the present case the judgment in favor of the curator is given against the defendants, that the plaintiffs are ordered to advance the amount of the judgment with a reservation of their right to recover the sum so advanced from the defendants.

In the case of Pontalba *vs.* Pontalba, we held that the plaintiff was not bound to remunerate the curator for his trouble. That his remuneration, if he were entitled to any, must come out of the estate of the person whom he represented. In a later case we held that a curator could not have any allowance made to him for his trouble otherwise than contradictorily with the person whose estate he represented.

The decision now under consideration violates the principle settled in the latter case, and does injury to the defendants in condemning them to pay a sum of a thousand to the curator without their ever having been heard, or having the opportunity of being so in a case in which they are not otherwise represented than by the person in favor of whom the allowance is made. The case under consideration violates the rights of the plaintiffs in imposing on them a forced loan, in compelling them to pay a sum of money in discharge of a void judgment pronunced against a person who was not cited, thus giving them an illusory subrogation to the curator's rights.

It is therefore ordered, &c. that the judgment of the court of probates in favor of the curator against the appellants be annulled, avoided, and reversed, and that he pay the costs of the appeal.

A true copy from the original.
Clerk's Office, New Orleans, June 20th, 1837.
Signed, A. CUVILLIER,
Dy. Clerk.

Filed June 21st, 1837.
Signed, AND. D. DORIOCOURT,
Dy. Reg. of Wills.

I, William F. C. Duplessis, register of wills in and for the parish and city of New Orleans, State of Louisiana, ex officio clerk of the court of probates in and for the parish and city of New Orleans, do hereby certify the foregoing to be a true copy of the proceedings had in the matter of the suit No. 843, entitled W. W. Whitney and wife *vs.* Eleanor O'Bearn and others, on the rule taken by L. C. Duncan, Esq., curator ad hoc.

In faith whereof, I have hereunto set my hand and affixed the seal of said court at the city of New Orleans, this twelfth day of August, in the year of our Lord one thousand eight hundred and forty, and the sixty-fifth of the Independence of the United States of America.

Signed, W. F. C. DUPLESSIS,
Register of Wills.

I, Joachim Bermudez, sole judge of the court of probates in and for the parish and city of New Orleans, State of Louisiana, do hereby certify that William F. C. Duplessis, who signed the foregoing certificate, was at the time thereof and still is, register of

wills in and for the parish and city of New Orleans, State of Louisiana, ex officio clerk of the court of probates in and for the parish and city of New Orleans, as set forth in his certificate, which is in due form.

Given under my hand at the city of New Orleans aforesaid, this 12th day of August, A. D. 1840.

Signed, J. BERMUDEZ, *Judge.*

Record or Document D.

Ne varietur (Signed) W. F. DUPLESSIS,
Register of Wills.

To the honorable the Judge of the Court of Probates, in and for the City and Parish of New Orleans, State of Louisiana.

The petition of Richard Relf and Beverly Chew, both residing in New Orleans, and here appearing in their capacity of testamentary executors of the estate of Daniel Clark, Esquire, whose succession is open in your honorable court, respectfully sheweth:

That your petitioners here tender to your honor their accounts of their administration of the said estate, and pray the usual order of publication, of the filing of the same; and after all due and legal proceedings thereon, that the same be homologated, and they fully and finally discharged in the premises.

The petitioners state, that the counsel heretofore appointed by this court to represent the absent heir of this estate, hath departed this life, and that the said heir, the mother of said Daniel Clark, hath herself died, leaving heirs who succeed to her rights; two of whom, namely Caroline Barnes and Sarah T. Campbell, are now represented by C. Rosilius, Esq., one of the attorneys and counsellors of this court, and the other persons, Mrs. Glum, of Liverpool, England, and Mrs. O'Bearn, ——— Ireland, believed to be joint heirs of said estate, have heretofore, through their agents, conferred and have been represented by the present attorney of your petitioners, who therefore pray the court now to appoint another atttorney to represent all the absent heirs of this estate.

The petitioners deemed an act of justice to themselves, and respectful to this honorable court, to state in this petition that the same may appear at all times of record, the reasons which have hitherto and up to the present date, influenced them in not complying with the requests of the law to exhibit their accounts as executors of said Daniel Clark, and why a large amount of property on which said Clark was interested, was not included in the inventory of his estate, taken shortly after his decease.

The petitioners annex to their petition a copy of their articles of co-partnership with said Clark, and acting under the advice of counsel at the time, and with the assent of the learned and respectable attorney appointed by this court, to represent the mother, the only heir of said Daniel Clark, the partnership property of the firm of petitioners, and said Clark was excluded from the inventory of the

private estate of said Daniel Clark, and that alone uninventoried, which appeared to belong to said, individually, of all which the petitioners now render a strict account, and annex thereto a further account of the administration and disposition made of all the partnership property in which said Clark and petitioners were jointly interested, say each for one part.

2. The petitioners further represent as an additional reason for not presenting to this honorable court their accounts as executors of said Daniel Clark, that immediatly after his death, they received (the same being on file in this honorable court) a power of attorney from the mother and only heir of said Clark, and that under the same, they continued to administer said estate, to account to her up to the period of her death, and subsequently thereto, to account to and with her testamentary executor and heirs, from whom petitioners annex to this petition letters confirmatory of their accounts and proceedings, up to the 31 December, 1827, and from that date, the transactions have been inconsiderable, as shown by the accounts hereto annexed.

3. The petitioners further represent as another motive of delay in settling this estate, the pending of numerous suits against it, and the expectation which they indulged, in common with many other citizens of the United States, that a favorable action of Congress would ——— the titles to land in that part of Louisiana, called Florida, in which there are seventy thousand arpents, in one-third of which, this estate is interested, but no accession threon hath yet been had, notwithstanding repeated and unremitted applications to every department of the government of the United States.

The petitioners have endeavored to preserve the rights of this estate to such interest in said lands as belong to the estate, by paying whenever presented, all lawful demands for taxes, and the same account the petitioners give of sundry parcels of lots of land in the State of Missouri, in which the said Daniel Clark was interested. In these reasons the petioners found their justification from all imputations of disregard, either of the duty to the creditors and heirs of this estate, or of proper respect for the authority of this court.

Signed RICHARD RELF,
BEVERLY CHEW,
Executors, etc.

Petition filed 27th August, 1838.

Order of Court thereon.

Let public notice be given to the creditors of this estate, and to all others herein interested, to shew cause within ten days from public notification, why the within account should not be approved and homologated, and the funds distributed according. It is further ordered, that A. Hou, Esquire, be appointed to represent the absent heirs of the deceased.

Signed J. BERMUDEY, *Judge.*

New Orleans, 27th August, 1838.

[Rec. lxxv. J. T. 1841.]—53

Accounts of the administration of the Estate of Daniel Clark, deceased, by Richard Relf and Beverly Chew, testamentary executors.

A.

Daniel Clark's Private Estate, distinct from his estate in copartnership with Chew & Relf.

No.				
	Funeral Charges.			
Paid 1	Church fees, per bill		171 75	
2	Ant. Fernandez, for funeral hangings		50 00	
3	L. Fourcand, for invitation cards and distributing		45 00	
4	Sexton's bill		17 50	
5	Caleb Stringer, for a coffin		100 00	
6	Rob. Mitchell, hearse hire		10 00	
7	P. Durell, for wax candles		93 75	
8	V. Durel, aine, bill for crape, gloves, ect.		505 00	
9	Gurlut Guillot for erecting a tomb		100 00	
10	Proper Fox, for a marble table engraved		200 00	
11	T. Turpin, for refreshment furnished		116 50	
12	Carriage hire		77 00	
13	Clothes furnished his slaves in attendance		94 40	
				1,581 00
Paid 14	Dr. Lemonier, of his account as family physician, for the years 1812 and 1813, including attendance on slaves employed at the canal		800 00	
15	F. Grandchamps' apothecary bill		269 25	
16	Dr. Dow, consultation fee		18 00	
17	Dr. Montegut ditto		25 00	
18	Dr. Harmann ditto		36 00	
19	Judge, for affixing and raising seal		8 00	
20	Fran. Morales, keeper of seals		6 00	
21	Moreau Lislet, counsel for absent heir		300 00	
	Prosper Prieur, and Blondeau, appraisers		82 00	
22	Register of Wills, commission on sale		1,221 12	
				2,765 37
	Personal Debts paid, as follows:			
24	To his gardener	97 00		
25	Ditto	6 12		
26	Nagel Tailor	394 00		
27	Do	31 12		
28	V. LeBriton	38 75		
29	Pourre Goubur	34 00		
30	Joseph Martin	26 75		
31	Sugnauret	46 50		
32	Chauvaux	39 12		
33	Aime Puguegery	191 00		
34	Bujac & David	96 00		
35	Reynald & Leny	23 81		
36	Gube & Seaton	19 18		
37	D. Rouguette	92 37		
38	Mrs. Zacharie	17 00		
39	Abram Mace	35 50		
40	Lewis Legerne	1,339 00		
41	Lewis Lere	568 94		
42	M. Jutese	6 50		
43	Breton Clark	22 81		
44	F. Aime	27 00		
45	Billegoly	238 00		
46	T. Hagan	12 00		
	Amount carried forward		3,295 47	4,346 37

No.				
	Daniel Clark's private estate continued			4,346 87
	Personal debts continued, and amount brt. forward		3,295 47	
Paid 47		11 00		
48		8 50		
49		9 25		
50		3 59		
51	Maspero	22 00		
52	John Moury	16 00		
53		36 87		
54	P. K. Wagner	93 50		
55	Lasseman	25 00		
56	Chantrelle	73 00		
52	Barbarin	3 00		
58	Sam. Parton	5 25		
59	His barber	3 00		
A 59	Samuel Rey, of Philadelphia	284 00	593 87	
				3,889 34
	Contract with New Orleans Navigation Company. Charges digging the canal, from the time of Mr. Clark's death until the transfer of the contract to Dusuau De la Croix:			
Paid 60	Mr. ———, the superintendent, for balance of accounts settled the 31st December, 1813		1,827 57	
61	Mon. Auguste, for fresh meat		321 94	
62	Mon. Ferrand do		30 50	
63	F. Ayme, 30 pair blankets		361 00	
64	H. N. Palfrey, for 140 gallons whiskey		105 00	
65	James Jore, for 100 barrels corn		93 75	
66	Two pieces negro cloth		100 00	
67	Saulet, for grinding corn		63 50	
68	for lumber		57 75	
69	for 3 ml briks		30 00	
70	for mason work		22 25	
71	for lumber		20 25	
72	Marie Rose, for nursing sick negroes		24 00	
A 72	J. B. Jourdain, amount due him for negroes wages		247 00	
73	V. Rabassa do do do		122 00	
74	Joseph Curtando do do do		55 20	
75	Arm. Dupresseur do do do		29 41	
76	Laffitte do do do		16 96	
77	Do do do do		14 40	
78	Mon. Blache do do do		8 93	
79	Archer do do do		8 46	
80	Advertising		3 00	
82	Charles Murly & Co. for supply		713 29	
	F. L. Turner, for adivce on contract		100 00	
	Dusicau De la Croix, allowance made him for assuming the fulfilment of the contract		5,038 00	
				9,514 16
	Debts on the Inheritance of Thos. Wilkins' Estate.			
85	Y. Lyman Harding, fees defending minors suit		500 00	
86	Edward Livingston		1,418 00	
86	To F. L. Turner, fees in suits with minor		700 00	
87	Edward Turner, ditto		209 62	
88	Costs in suit at Natchez		227 62	
89	Richard King, in satisfaction of a mortgage on Ridge's plantation		800 00	
90			398 00	
91	Recording paper on suit with minor		3 12	
				4,256 36

A.—Continued.

No.			
	Debts in relation to the Cumus Brulus Estate.		
92	To Stephen Handerson, D. Clark's notes given in payment of this estate	80,000 00	
	Israel Trust, for amount of a mortgage held by him assumed by D. Clark	40,000 00	
	Interest due thereon	1,000 00	
	Ditto, paid Stephen Handerson, on different payments of sale to the Fortiers	5,911 00	
93	Advertising sale	232 00	
94	S. Handerson, for sugar furnished	53 00	
95	Taxes	338 24	
96	Pasturage of cattle during inundation	140 00	
97	Duncan & N. Call, ditto	168 00	
98	St. Armand, for plant cane	280 00	
99	Samuel Elkin, for corn	822 00	
100	Bartlett Hox, for pork	36 00	
101	Doctor Glavered, for attendance	100 00	
102	S. Hughes, for apprehending a runaway slave	35 50	
103	S. Danrinor do do	69 00	
104	Baron Boifontaine, salary as overseer and expense	1,146 00	
105	Charles Marty & Co. for supply	685 05	
			131,015 79
	Incidental Charges.		
	Provision for slaves	39 75	
	Nurses drugs and interments	19 75	
	Notarial fees and recorder of mortgages	23 75	
	Cartage and postage	19 37	
	Tax on house in suburb St. Mary	7 37	
	F. L. Turner, professional services	120 00	
	Edward Turner do	413 32	
			643 31
	To amount remitted to Mrs. Mary Clark, his mother	-	6,060 63
	To allowance to partnership concerns, stipulated in the articles of agreement	-	14,000 00
	To executor's commissions on $176,442 37, a ppll.	-	4,411 05
			178,136 00
	By sales at auction by the Register of Wills.		
	Household furniture	793 00	
	Library	1,077 75	
	Flowers	309 87	
	Cattle received from the Cumus Brulus estate	1,421 75	3,602 37
	Sale by ditto to Mr. C. Fortier of the Cumus Brulus estate and slaves	-	120,000 00
	To Ed. Macarty, 5 slaves, Peggy, Jenny, Reefe, Mary, and William	1,350 00	
	M. and C. Fortier, 7 ditto, Jack, Nan, Nerissa, Solomon, Sarah, William, Jenny, Rose and son Bob, Fanny with her three children, Mayer, Nelson and Mary, Winny with her three children, Elie, Becky, and Maria	5,225 00	
	F. Labarre, 2 slaves, Eliza and child William	690 00	
	F. Dupuis, 3 slaves, Hannah, Bird, and Patty	1,260 00	
	Mons. Deynoul one slave, Polly	460 00	
	S. Dufossat, one slave, Fanny	500 00	
	C. Avart, four slaves, Milly, Nancy, Keyly, and Tom	1,400 00	
	C. Bonnefor, 1 slave, Nancy	415 00	
	L. M. Sazony, 2 slaves, Waldrout and Charlotte	800 00	
	Mad. Morant, 2 do. Kitty and child Tom	495 00	
	Henry Elkins, 1 slave, old Richard	260 00	
	Mons. Nachace 2 slaves, Dinah and James	500 00	

A.—Continued.

Desdunes fils, 1 slave, Rachel	415 00	
La ——, 1 slave, Sacky	395 00	
V. L. Trudeau, six slaves, Liddy and five children, Menny, Lucky, Edmond, Elly, and Nelly	1,705 00	
N. Fortier, three slaves, Jenny and her two children, Henriette and Riley	850 00	
Mons. Deyrant, one slave, Billy	395 00	
Mons. Saublanc, two slaves, Arthur and Richard	839 00	
Mons. Labarre, fils, two slaves, Sally and Kitty	835 00	
Mons. Verbais, three slaves, Rully, Birne, and Aime	1,375 00	
Thomas Beale, one slave, Richard	325 00	
Camille Brule, one slave, Peggy	365 00	
Joseph, one slave, David	315 00	
La Barre, one slave, Patience	350 00	
		21,510 00
At Private Sale.		
To Bernoudy, fils, one slave, old Set	200 00	
N. Nyer, one slave, Betty	150 00	
Mrs. Robertson, one slave, Janvier,	100 00	
John McDenough, nine slaves, Anthony, Elley, Brown, James, Davis, Doctor, Darkey, Peggy, infirm and crippled	900 00	
		1,350 00
By sale to Dusuau De la Croix of 57 slaves, Merot, Phoebe, Hebe, Tom, Turkey, John, Jambon, Fanny, Levin, John, Winny, Esther, Jos. McCall, Hannah, Phil, Betsey, Mouton, Elher, Morning, Cambridge, Polly, John, Julien, Fanny, Esther, Bob, Jacob, Randolph, Nell, Track, Jason, Jack, Jeremie, Briu, Henry, Cox, Sam, Gran Sam, Auguste, Spenen, Thomas, Doriana, Smith, Little Noiny, Judith, Davy, Joe, Turkey, Victoire, Joe, Davis, John, Hanson, Wallace, Andre, and five orphan children, Squire, Tom, Davy, Arm, and Gabriel, estimated in inventory	21,050 00	
Abatement made thereon	2,922 00	18,128 00
By sale to B. Livingston of a plantation near Natchez, known as the Ridge Plantation	-	7,500 00
By sale of a house and in Natchez, to Joseph received payment in cash	1,000 00	
And alrun per of a house in suburb St. Mary, afterwards sold to Mary L. Chauvin for rents	2,000 00	
Received therefor	333 00	
Interest received of Mrs. L. Chauvain	60 67	
		3,393 67
By sale to Dusuau De la Croix of utensils in use at the canal	-	1,000 00
By sale of a horse to Lewis Leceme	-	130 00
By sale of shruberry	-	39 00
By sale of a tract of land in the State of Mississippi, to Mrs. Hart, with interest	-	6,723 01
Amount of assets	-	183,376 15
Do. of debt	-	178,137 01
Balance to the credit of Daniel Clark's private estate	-	$5,239 04

B.

Account of the liquidation of the Estate of Daniel Clark, in partnership with Chew and Relf.

	Bills payable to his accommodation notes at the Louisiana Bank:							
1	A note of the	25th	June,	1813,	to the order of	W. Donalson	$2,600 00	
2	Do	29th	do	do	do	Chew & Relf	1,200 00	
3	Do	2d	July,	do	do	ditto	1,400 00	
4	Do	20th	do	do	do	W. Donalson	1,700 00	
5	Do	23d	do	do	do	ditto	1,500 00	
6	Do	6th	Aug.	do	do	ditto	700 00	
7	Do	10th	do	do	do	Janus Pitot	4,200 00	
8	Do	13th	do	do	do	W. Donalson	1,500 00	$14,800 00
9	To his accommodation notes discounted at Planters' Bank:							
10	A note of the	21st	June,	1813,	endorsed by	James Pitot	500 00	
11	Do	3d	July	do	do	do	2,400 00	
12	Do	14th	do	do	do	by T. Pitot & Delairox –	1,100 00	
13	Do	17th	do	do	do	by	1,500 00	
14	Do	24th	do	do	do	by W. Donalson	430 00	
	Do	31st	do	do	do	do	1,100 00	7,030 00
15	To his accommodation notes discounted at Bank of Orleans:							
16	A note of the	12th	July,	1813,	endor'd by	T. Pitot	800 00	
17	Do	5th	do	do	do	by W. Donalson	250 00	
18	Do	19th	do	do	do	do	1,000 00	
19	Do	22d	do	do	do	do	250 00	$2,300 00
20	His note of the	13th	June,	1813,	to Harrod and Ogdens		–	875 31
21	Do	24th	do	do	to Chew and Relf, paid F. Oliver –		–	1,000 00
22	Do	25th	do	do	to Chew and Relf, paid E. Sainet –		–	1,000 00
23	Do	23d	July	do	to Chew and Relf, paid ditto –		–	1,000 00
24	Do	6th	Aug.	do	to T. Pitot, paid ditto		–	1,000 00
25	Do	8th	July,	do	to A. R. Hillery		–	470 00
26	Do	12th	Aug.,	1812,	to Deseancadet –		–	560 00
27	Do	16th	Jan'y,	1813,	to ditto –		–	246 00
28	Do	12th	March,	1811,	to Polidore, a. f. m. of l.		–	664 00
29	Do	6th	Aug.,	1813,	endorsed by T. Pitot & C. & R., paid L. Lanvix		–	1,000 00
30	Do	24th	July	do	endorsed by C. and R., paid Labarte		–	1,500 00
31	Do	27th	do	do	to S. Handerson, paid V. Vatte & Co.		–	1,000 00
31	Do	do		do	do	do	–	2,000 00
32	Two notes of the	1st	April,	1813,	to F. Tricon & Fils,		–	1,905 00
33					for $952 50 each			
34	His note	18th	January,	1813,	to	do	–	1,200 00
35	Do	1st	Febr'ry,	do	to L. M. Sagory –		–	2,346 52
36	Do	do		do	do		–	2,456 51

B—Continued.

37	To his note 11th March, 1813, to L. M. Sagory –	–		$730 90
38 39 40	Three notes of the 11th Feb'y, 1813, and by Chew & Relf paid L. Millandon, $2,000 each	–		6,000 00
41	His note of the 9th June, 1813, to Lewis Le Cerne –	–		680 00
42	Do do do do	–		600 00
43	Do 6th Dec., 1813, to Gilbert Andry	–		2,400 00
44	Do 19th May, 1813, to Rochelle & Sheff –	–		515 00
45	Harrod & Ogden's note of 3d March, 1813, favor of H Monroe, for his account – – –	–		1,000 00
46	Dusican De La Croix's note of the 6th July, 1813, discounted at the Louisiana Bank for his use –	2,500 00		
47	Do do of the 16th July, 1813, do do	300 00		2,800 00
48	His note to Dusican De La Croix of the 11th Jan., 1812	–		900 00
49	Samuel Elkins' note of , lent him –	–		2,500 00
50 51 52	His three notes of the 13th January, 1812, to , payable on the 1st Feb., 1814, 1815, and 1816, of $5,000 – – – –	–		15,000 00
	Debts bearing Mortgages.			
	To Reynaud and Peylaven, balance due them on purchase of Point Houmus estate, reconveyed by Mr. Clark to Wade Hampton, with interest to the 15th January, 1817 – – –	37,836 37		
	William Simpson, mortgage on bayou house – –	14,560 00		
	Mad. Boisblanc secured by mortgage on slaves –	13,440 00		
	Heirs of T. B. Macarty, mortgage on a tract of land in Attacapas – – – – –	3,500 00		
	T. B. Dejan, mortgage on Jentilly land – –	2,182 00		71,518 37
	Debts to sundry Individuals.			
53	To W. M. Montgomery – – – – –	981 87		
54	Samuel Elkins – – – – – –	3,454 50		
55	To G. de Armas – – – – – –	72 50		
56	F. L. Claiborne – – – – – –	150 00		
57	Fort Clements & Co. – – – –	50 50		
58	ap. A. Syman Harding – – – –	955 00		
86	John H. Johnson – – – – –	508 50		
87	Charles Olivier – – – – –	151 75		
88	Patrick Murell – – – – –	33 00		
89	Dusican De la Croix – – – –	784 62		
90	Heir Michell Cornellin – – – –	1,529 17		
91	Thomas Cornellin – – – – –	200 00		
92	M. Populus – – – – – –	23 62		
93	Porter & Depreyster – – – – –	930 18		
94	Edward Turner – – – – – –	328 12		
95	Philipp & Hermann – – – – –	131 87		
96	S. Woodward – – – – – –	97 68		
97	P. Pedesclaux – – – – – –	45 00		
98	Jesse a. f. m. of Col. – – – –	30 00		
104	ap. A. Baron Boisfontaine – – – –	926 25		
99	Charles Marty – – – – – –	535 00		
100	Joseph Masias – – – – – –	150 00		
101	Harrod & Ogdens – – – – – –	500 00		
102	T. B. Desau – – – – – –	100 00		
	Moses Horn – – – – – –	98 50		
	F. L. Turner – – – – – –	809 84		13,577 37

B—Continued.

The estate of T. B. Cartillon on a judgment – –		–	1,831 68
Amount paid on a judgment in favor of Catharine Navarre, in part of debt due James Fletcher, Esq.		–	2,000 00
Amount due Daniel A. Coxe, of Philadelphia, on contract of dissolution of partnership, *Whither* D. Clark paid him by the transfer of Ouachita and Florida lands – – – – –		$150,000 00	
Five and a half years' annuity due –	$24,750 00		
Less payment made on account –	19,797 54	4,952 46	154,952 46
Amount refunded Wade Hampton for a recession of sale of Ouachita lands – – –		–	21,790 37
			$343,259 49

By cash in bank at his death in the Louisiana Bank –	84 00	
Planters – –	10 00	
Bank of Orleans –	10 50	
In the hands of Chew and Relf, arising from sums received of, and paid for them whilst sick – – –	449 25	$553 75
Bills receivable, collected		
C. Bonnefoi's note – – – – – –	200 00	
R. Memson's – – – – – –	3,520 00	
Wade Hampton – – – – – –	13,368 00	
W. Witherspoon – – – – – –	3,000 00	
Levu Wills – – – – – –	3,000 00	
S. B. Davis – – – – – –	2,361 00	
B. Lafon – – – – – –	1,037 37	
M. Arunax – – – – – –	100 00	
Richard Duval – – – – – –	55 00	
Lancelle – – – – – –	10 00	
R. Dunlaps – – – – – –	1,064 75	
Desobrys – – – – – –	166 00	
Sam Flower – – – – – –	375 25	
Baron Boisfontaine – – – – –	2,500 00	
A. Parrat – – – – – – –	200 00	30,956 37
Bonds and Mortgages.		
Louis Deferet to Z. Cavalier – – – –	14,000 00	
Lewis and Turner – – – – –	12,215 88	
Henry Hunt – – – – – –	11,707 00	
David Urquhart and Williams – – – –	10,000 00	
Col. Hamilton – – – – – –	7,316 12	
C. Maxent – – – – – –	4,500 00	
Joseph Le Blanc – – – – – –	2,931 31	62,670 31
Collected of the Louisiana Bank, a special deposite –	500 00	
Of Mons. La Barre, balance of account – – –	115 50	
W. Deacon – – – – – –	25 00	
Jeames Gray – – – – – –	826 32	
C. Dejau – – – – – – –	50 00	
George Host – – – – – –	534 00	
Rob Cochran – – – – – –	1,035 68	
Henry Turner – – – – – –	255 06	
Pierre Collson – – – – – –	28 00	
John Watkins – – – – – –	2,927 75	

B—Continued.

John Lynd – – – – – –	3,801 00	
Wade Hampton – – – – – –	5,255 62	
J. B. Neville – – – – – –	245 78	
Hugh Brown – – – – – –	280 33	
John Lugeus – – – – – –	8,501 37	$44,381 41
By produce of sale of Real Estate.		
A tract of land in Ouachita, known as the Apress swamps, to N. Girod, for the sum of – – – –	20,000 00	
An undivided right of the Maison Rouge grant in Ouachita, to H. Turner – – – – – –	7,500 00	
A tract of land in Atacapas, to D. W. Coxe – –	8,650 00	
A tract of land in addition to W. Kenner and P. Minor –	9,500 00	
A tract of Cypress swamps on canal Carondelet, to Evarice Blanc – – – – – –	4,760 00	
A tract of land in Opelousas, to C. Lavergne – –	1,500 00	
A tract of land in do to N. B. Le Breton – –	640 00	
A tract of land in do to V. Navarre – –	650 00	
Eleven arpents of land at Gentilly, to Eug. de Flechier, he assuming the payment of $2,000 mortgage thereon –	3,590 00	
Two arpents land at Gentilly, to Charles Montreul –	800 00	
Ten arpents of land at Gentilly, to P. A. Delachaise –	2,400 00	
A tract of land at Lafourche, to P. Guino – – –	1,350 00	
A tract of land near Baton Rouge, to S. Paxton – –	1,250 00	
A lot in suburbs St. Mary, to Louis Burn – – –	700 00	
A do do to Alex. St. Amand – –	650 00	
A do do to Veuve Jobet – – –	525 00	
Two do do to G. Corregoles – –	690 00	
Three do do to Thomas Bonseigneur –	1,020 00	
A do do to Plauche & Conrade – –	539 00	
A do do to Venint Rubieux – –	390 00	
A lot and house in suburb St. John, P. Keene – –	1,080 00	
A lot in do Joseph Conrade –	165 00	
A lot in do Davis Abat – –	150 00	
1000 arpents land at bayou Boeuf, to Hugh Brown –	3,000 00	
1050 do do to George Mathew –	3,150 00	74,649 00
By transfer to Daniel W. Coxe, of an interest in the Maison Rouge grant of Ouatchita land, in part payment of his claim under contract with Daniel Clark, in dissolution of partnership – – – – –	100,000 00	
By transfer to Daniel W. Coxe, of 5000 arpents of Florida land, for balance of principal – – –	50,000 00	150,000 00
Collected of Daniel Porter, the principal in redemption of ground rents, on lots sold him by D. Klark, in the suburbs St. John – – – – –	1,073 38	
Ditto James Johnston do do –	800 00	
		1,873 38
Remittances received from J. Mullampty, of St. Louis, for money received by him on sale of land do –	–	5,702 66
From Edward Turner, for proceed of a tract of land on the Homachita, Mississippi – – – –	–	5,252 93
By sale of slaves acquired of Claiborne Brooks and Samuel Elkins.		
To Mr. C. Fortier, two slaves, Sam and Luke – –	1,050 00	
S. Dufossat, J. five slaves, Sam, Harris, Richard, George, Jem Gurge, and Champan – – – –	1,260 00	
John Blavque, one slave, Tage – – – –	400 00	

B—Continued.

Mons. Massuot, four slaves, Darky and her three children, Dan, Lewis, and Sally – – – –	790 00	
Montigut fils, one slave, Mary – – – –	310 00	
Mons. Guillet, one slave, David – – – –	410 00	
C. Avart, one slave, Losac – – – –	520 00	
J. Trudeau, two slaves, Tabby and Jeffry – – –	605 00	
Mons. Kerby, two slaves, Nelly and child Dare – –	350 00	
Ed. Macarty, one slave, Phel – – – –	450 00	
Charles Adams, one slave, Washington – –	250 00	
J. Ogdens, one slave, child Aime – – –	150 00	
C. Bonnefoi, one slave, Marie Marthe – – –	50 00	
Dusican de la Croix, twenty-two slaves, Bob, George, Gurge, Charles, Cardinal, Cloe, Davis, Jacques, Lucy, Morrow, Mary, Solomon, Paid, Peter, Wallace, Rose and child Tom, Rachael, Jack, Strover, Austin, Ben Gurge; estimated per inventory – $9,500		
Abatement made thereon – – – 1,178	8,322 00	14,917 00
Hire of slave Washington – – – – –	–	18 00
Sale of household furniture – – – –	–	1,306 00
Allowance to this concern, as stipulated in the article of partnership – – – – – –	–	14,000 00
		$386,280 81

C.

Account of the liquidation of Chew & Relf's estate in partnership with Daniel Clark, deceased.

To bills payable, owing on the 19th of June, 1813, the date of contract of partnership with Daniel Clark:		
Accommodation notes discounted at the Louisiana Bank -	31,000 00	
Accommodation notes discounted at the Bank of Orleans -	7,600 00	
Accommodation notes discounted at the Planters' Bank - -	6,700 00	
Note to the order of D. W. Coxe, discounted at the Bank of Pennsylvania, Philadelphia - - - - - - -	15,000 00	
Note to Hugh Monroe & Co. - - - - - -	1,547 32	
" William Brand - - - - - - -	397 18	
" James Hopkins - - - - - - -	125 00	
" R. D. Shepherd - - - - - - -	750 00	
" Pallon & Mopy - - - - - - -	600 00	
" Mons. Bellchasse - - - - - - -	600 00	
Note negotiated with Daniel Clark's endorsement - -	6,000 00	
		70,319 50
Balance due on open accounts:		
To the Phœnix Fire Company of London - - -	1,353 44	
The estate of Muker, Williamson, & Patton - - -	853 12	
" C. Bougaud - - - - - -	1,998 00	
" Clark Rodger - - - - - -	185 37	
" John Clay - - - - - - -	6,572 56	
" Jones & Earle - - - - - -	1,090 00	
" William Dunbar of Natchez - - -	66 44	
" Elijah Suir of New York - - - -	776 94	
" Judah Loura - - - - - -	12 50	
" Widow Zachari - - - - - -	1,000 00	
" John Frazer - - - - - -	15 37	
" Adams & Loughery of Philadelphia - -	290 56	
" Charles Marty & Co. - - - - -	349 31	
" J. B. Jourdain - - - - - -	71 75	
" Peter Seguin - - - - - -	6 00	
" Bradford & Inskeep of Philadelphia - -	573 31	
William Smith - - - - - - - -	345 94	
William Porter of Baltimore - - - - - -	44 00	
Jmes Surret - - - - - - - -	4 00	
John Lynd - - - - - - - -	70 01	
W. W. Montgomery - - - - - - -	116 94	
A. Marshalk - - - - - - - -	13 80	
John Morton of Bordeaux - - - - - -	400 00	
		16,209 36
By cash on hand the 19th June, 1813 - - - - -	-	2,029 00
Bills receivable collected:		
W. W. Montgomery, note - - - - - -	995 50	
Louis Vealeo, note - - - - - - -	236 00	
F. Aime, note - - - - - - - -	143 00	
A. H. Smith, note - - - - - - -	165 07	
Caleb Stringer, note - - - - - - -	84 50	
Berry Tarrur, note - - - - - - -	700 00	
William Kinner, note - - - - - - -	385 25	
Daniel C. Holliday, note - - - - - -	210 00	
Porter & Depeyster, note - - - - - -	717 50	
Reynold & Levey, note - - - - - - -	582 00	
Samuel Woodbridge, note - - - - - -	250 00	
Simon Le Blanc, note - - - - - - -	600 00	
Peter Besse, note - - - - - - -	50 00	
George Pollock, note - - - - - - -	150 00	

C.—Continued.

Cath. Turnbull, note	1,654 68	
Horatio Sprigg	1,122 00	
Per. Colson	24 00	
William Dewes	791 75	
Nupard Davidson	835 00	
Samuel Hamilton	545 00	
A. P. Walsh	2,025 00	
S. Vœnel	90 00	
William Miller	890 68	
Robert Cockran	3,560 68	
John Powlls	218 31	
William Kimball	2,014 00	
F. Woods	209 68	
S. Robinson	1,000 00	
Locket & Carleton	234 00	
Louis Le Carn	140 00	
		20,613 53
By John Chew, balance of accounts collected	239 81	
John Palfrey do do do	3,899 44	
Fuluar Tipwith do do do	1,057 87	
Joseph Walden & Co. do do	1,076 25	
John Clay do do do	2,307 81	
J. H. & J. E. Johnson do do	1,667 56	
Edward Randolph do do	6,740 56	
William Harper do do	159 24	
P. Pedesclaux do do do	289 69	
Louis Sere, on acc.	14 00	
Robert and L. Chew, on acc.	2,196 75	
		19,648 98
Brig Aber, balance of all collected	318 62	
Daniel Patterson	100 00	
Dom. Rougeutte	370 00	
Edward Bradford	495 75	
W. A. Dewe	89 75	
Mad. Maxent	7 00	
Joseph Fry	60 00	
J. Murphy	78 81	
C. Belleurgay	89 00	
M. Pacaud	150 00	
B. Bernoudy	8 00	
T. Stone	32 12	
Pable Grundpira	88 62	
J. W. & P. Kearney	212 00	
Colddsugh & Thomas	17 68	
Lewis C. Carn	279 87	
Dusican de la Croix	606 31	
Charles Palerke	47 68	
Vabry Delasise	70 00	
Mons. Harang	25 50	
Louis Deleru	39 00	
Charles Marion	125 00	
Isaac Johnson	238 75	
M. Populus	45 00	
Ant. Mendez	150 00	
J. Mercier	33 00	
Charlotte Heyes	2 50	
Gilbert Leonard	350 00	
P. T. Philip, dividend	114 25	
C. Bougaud, dividend	285 25	
M. Sharpe, dividend	269 60	
		4,798 81

C.—Continued.

By proceed of 31 shares Louis Bank stock - - -	3,100 00	
do 10 shares Planters' Bank stock - - -	1,700 00	
do 10 shares Bank of Orleans - - -	970 00	
do 4 shares Orleans Insurance stock - -	400 00	
do 96 shares Orleans Navigation stock - -	7,995 00	
do 1 share Orleans Theatre stock - - -	91 45	
		14,256 45
By sale of merchandise per account D, annexed - -	-	3,524 90
By Dan. W. Cox, for his assumption of a debt due by Richard N. Meade - - - - - - - - -	-	4,036 95
By sale of real estate.—A tract of land and improvements, situated in Acadia, known as the Houmas, held in the name of B. Chew, sold to S. Henderson & Destreham - - - -	-	32,000 00
A house and lot situated in Hospital street, held in the name of Richard Relf, to Pr. Lecarte - - - - -	6,600 00	
A house and lot contiguous to the above described, held in the name of Richard Relf to J. Hart - - - -	6,600 00	
A house and lot situated at the corner of Hospital and Burgundy street, held by Richard to T. Coulson - - -	5,620 00	
A house and lot Suburb La Course, acquired by Richard Relf, in Billehasse - - - - 1,000 00		
Less charges paid for repair - - - 70 00		
	930 00	14,810 00
A tract of land in the county of Acadia, sold to William Kenner, and Rh. Minor - - - - - -	-	6,000 00
		121,718 63

D.

Chew and Relf's estate in partnership: sales of merchandize.

1813.			
July 21,	To Mons. Oliver, 2 barrels of amber	-	59 06
31,	Cash, 1 barrel amber	-	29 37
August 31,	Cash, 1 barrel copperas	-	11 68
Septem.	Mad. Furias, 1 barrel aniseed	-	30 68
October	Charbonnet, 1 sugar kettle	-	75 00
November	Cash, 1 barrel aniseed	-	25 75
1814.			
February,	At auction by Patton & Mopy, 3 hhds. ainesglasse	-	113 56
March,	Mons. Vanel, 1 sugar kettle	-	60 00
	Cash, 1 barrel aniseed	-	19 18
April,	James Stetts, 1 sugar kettle	-	70 18
May,	P. Huky, 1 sugar kettle	-	70 00
	N. Goforth, 3 sugar kettles	225 00	
June,	Mons. Saintpe, 1 cylinder	40 00	
	J. & J. Thomas, 8 sugar kettles	-	560 00
	Deluy & Longer, 2 cylinders	-	80 00
July,	Thomas & Williams, 3 sugar kettles	-	210 00
	Mons. Saulet, 4 cylinders	-	160 00
	Edw. Pearse, 4 cylinders	-	200 00
September	Mazureau, 1 cylinder	-	40 00
	Bartell & Cox, 1 cylinder	-	40 00
	Bartell & Cox, 2 sugar kettles	-	140 00
October,	James Masher, 2 cylinders	-	80 00
	C. Beiler, 7 sugar kettles	-	280 00
1815.			
May,	J. Wright, 50 rug wheels	-	75 00
July,	Cash, 40 rug wheels	-	50 00
August,	Patton & Mopy, 3 barrels damaged aniseed	-	5 94
November,	E. Wright, 90 rug wheels	-	131 81
December,	D. B. Morgan, 50 rug wheels	75 00	
1816.			
June,	A. Petavin, 73 rug wheels	-	109 50
July,	A. Broie, 1 cylinder	-	40 00
October,	Mons. Vanel, 60 rug wheels	-	90 00
	Cash, 50 rug wheels	-	75 00
1817.			
January,	John Capon, 200 rug wheels	-	183 25
September,	Cash, 10 rug wheels	-	15 00
December,	Cash, 51 rug wheels and 75 gudgeons	-	77 25
1822.			
January,	L. Millandon, 1 cylinder	-	25 00
1825.			
February,	Gerod Freres, 2 cylinders	-	40 00
December,	Jacob Hart, 6 cylinders	-	90 00
	Benj. Morgan, a patent seal bearer	-	110 00
	F. L. Turner, an iron chest	-	100 00
	By Patton & Mopy, at auction, counting house furniture	-	66 25
	Charges outstanding	340 00	3,637 60
	Paid Lachapelle for rent of lot per kettle & cylinder	112 00	
	Cartage	68	112 68
			3,524 92

E.

Account of the charges incidental to the liquidation of the joint estates of Daniel Clark and Chew and Relf in partnership.

Taxes on property in the parish of Orleans	1,706 64	
Taxes on property in the parish of Rapides	1,009 84	
Taxes on property in the parish of Ouachita	919 90	
Taxes on property in the parish of Florida	2,363 42	
Taxes on property in the parish of Opelousas	138 63	
Taxes on property in the parish of Ascencion	28 31	
Taxes on property in the parish of Acadia	99 62	
Taxes on property in the parish of Attacapas	138 81	
Taxes on property in the parish of St. Bernard	37 60	
Taxes on property in the State of Mississippi	229 86	
Taxes on property in the State of Missouri	866 50	
United States direct tax 4th district	140 59	
		7,679 72
Law expenses:		
Fee to J. Mitchell on suit V. S. Hunt and others	250 00	
L. Moreau L'Islet on settlement with	300 00	
Louisiana Bank, Com. Baldwin, on suit	200 00	
At Bayou Sarah, E. Livingston in J. Pitot's affairs	1,500 00	
G. A. Waggaman, in suit with G. Leiriard	80 00	
E. Mazureau, in Florida land cases	500 00	
Alex. Porter, in a suit at Bayou Boeuf	200 00	
Edward Turner's fees in various suits	1,619 84	
Isaac Baldwin in various suits	378 00	
F. L. Turner's general counsel	4,576 56	
James Turner's general counsel, Bayou Sarah	1,559 18	
J. W. Smith's fees in various suits	545 00	
Thomas C. Scott's fees in suits at Rapides	391 12	
Nathaniel Evan's commissions on collections	80 00	
Costs in various suits in parish of Orleans	1,034 96	
Costs in various suits respecting Bayou Boeuf lands	213 12	
Costs in various suits respecting lands in Missouri	1,861 83	
Notorial records, &c.	633 87	
		15,923 41
Miscellaneous expenses:		
Repairs of levees in Acadia lands	886 18	
Repairs of roads and bridges on Bayou and Gentilly lands	690 05	
Repairs on houses on Bayou and Gentilly lands	455 23	
Repairs on fences on Bayou and Gentilly lands	86 25	
Auctioneer's commission on sale of real estate	680 50	
Survey of land on Bayou Boeuf	305 00	
Survey of land in State of Mississippi	20 40	
Survey of Terre Aux, Boeuf, and Gentilly	116 50	
Records relating to Florida lands, register's fees, &c.	109 25	
Expenses in annulling D. Clark's mortgage to the parish government of Florida lands	186 90	
Broker's commission on sale of Houmas estate	212 00	
Counting house rents from June 1813, till October 1818	1,639 48	
Clerk hire for the same period	2,048 18	
Advertising	450 56	
Postage stamps and petty charges	594 00	
Stationary	159 37	
Beverly Chew's travelling expenses attending the business in the country	1,033 00	
Richard Relf's ditto	118 00	
Subscription to Tennessee troops	50 00	
Subscription to a fire engine	19 00	
Henry Bry for repair of road on Ouachita lands, and compensation to him for attending thereto	144 00	
		9,994 85
Interest acccounts for balance per contra F.		32,696 04
		66,294 09

F.

Dr.	INTEREST
To Thomas Beale	27 12
L. Milbaudon	136 00
Bartell and Coxe	21 68
J. McDonough and Company	45 00
Samuel Elkins	211 81
Widow Zacharie	13 06
John Soulee	140 25
Rochell and Schiff	466 56
Tricou and Fils	855 31
D. Delacroix	667 68
Nathan and Williams	543 06
Heirs of J. B. Macarty	975 75
Heirs of Thomas Conellier	1,171 27
Gilbert Andry	252 00
Renaud and Petavin	4,858 92
Will Simpson, on D. Clark's bonds	7,035 60
Mad. Sertheme's annuity	6,333 33
Debit on LeBlanc's note	177 31
Do. Butler and McCutcheon	265 50
Do. Mrs. O. Fortier	392 18
Do. Flower and Finleys	22 62
Do. Handerson and Distrehaus	7,118 06
Do. J. Longpres	12 00
Do. Mrs. A. Fortier, note received in payment of Cannes Brulard	6,049 92
Do. on notes received in payment of negroes	2,197 94
Do. on notes received in payment of real estate	5,222 90
Do. at banks, and interest paid	13,653 67
Do. at the Bank of Pennsylvania	1,027 43
Interest paid the Louisiana Bank on settlement	15,932 19
Do. do. Bank of Orleans	188 81
Do. do. Planters' Bank	652 68
Do. do on D. Clark's bonds for Gentilly lands	1,600 00
	78,107 61

F.—Continued.

ACCOUNT.

	Cr.
By E. Bradford	37 81
Porter and Depreyster	6 37
Will Deur	37 18
Horatio Sprigg	411 44
J. B. Davis	452 00
Isack Johnson	30 12
J. C. Stone	19 12
R. Duvall	7 31
J. W. and P. Kearney	24 75
Locket and Charleton	37 00
A. P. Walsh	293 37
S. Leblanc	26 81
A. Mendez	6 75
W. Witherspoon	525 37
Will Duwees	121 25
Lewis and Turner	5,718 87
D. C. Hollyday	36 87
Colonel Hamilton	1,851 81
Richard Davidson	172 37
Henry Hart	4,945 39
Wade Hampton	5,716 15
Rob. Cockran	78 00
R. Munson	1,108 81
S. Robinson	351 94
Kenball and Wells	1,205 31
John Palfrey	737 86
B. Lafon	128 87
J. H. and E. Johnson	1,868 73
F. Woods	83 81
John Lynd	589 94
D. W. Coxe	219 22
L. Le Cerne	132 75
R. Memson and other collectors, by James Turner	1,591 35
Urquhart and Williams	5,400 00
Dividends on stocks	3,748 50
Rents of houses in Hospital street	3,341 88
Ditto of Bayou and Gentilly property	2,004 93
Ground rents on Bayou lots	2,342 06
Balance	32,696 04
	78,107 61

G.

Consolidated State of the Partnership Account.

To amount of Daniel Clark's partnership debts,	B – – –	343,259 49
Do. Chew & Relf's do do.	C – – –	86,528 86
Incidental charges	E – – –	66,294 09
Daniel Clark's endorsements on W. Harper's protested notes	–	5,219 00
Do. do. W. Donalson's do.	–	4,750 08
Chew and Relf's and D. Clark's endorsements for James Pitot	–	16,731 55
Thomas Powers, for taxes on Florida lands held by Daniel Clark, as security of a debt due by Powers – – – –		534 40
Taxes on Florida lands conveyed to the Marquis Treigo –	–	337 03
Eugene de Flesheirs, protested notes received in payment of Gentilly lands – – – – – – – – –		2,395 32
		526,049 82

The foregoing accounts, made up to the 31st December, 1827, embracing various statements transmitted to Mrs. Mary Clark, the sole legatee, at different periods, as the liquidation progressed during her life time, and afterwards to Mr. Joseph Reed, her executor, were furnished at the date to Mr. George Green, Jun., the attorney of two of the heirs, and were approved of by him to one exception, as appears by his letter of the 12th April, 1828, to Mr. Joseph Reed, a copy of which is annexed hereto.

G.

Made up to the 31*st December*, 1827.

By amount of assetts of D. Clark's estate in partnership	B – –	386,280 81
Do. do. Chew and Relf's do.	C – –	121,718 63
Balance unprovided for on the 31st December, 1827	– – –	18,050 38
		526,049 82

H.

Supplementary account of the liquidation of the joint estates of Daniel Clark's and Chew and Relf's made up to the 31*st December*, 1837.

To balance of account of the 31st December, 1837, G.			18,050 38
Incidental charges:			
Taxes on Bayou property		400 25	
Taxes on Bayou Boeuf lands		77 31	
Taxes on Illinois lands		50 00	
Taxes on Florida lands, including $2,975 for Marquis Treigo		99 00	
Taxes on St. Bernard, or Terre au Boeufs		24 97	
		651 53	
Less.			
Refunded by W. W. Whitney his proportion of taxes paid on Bayou lots	$150 00		
Refunded by D. Delacroix, on Terre au Boeufs	27 83		
		177 83	473 70
Law expenses:			
Fee in case of Girod vs. D. W. Coxe		100 00	
Fee to Lucius C. Duncan, in suit of W. W. Whitney and R. R. Keene		2,650 00	
Fee to Mazureau do do		1,200 00	
Fee to Seghers do do		500 00	
Fee to E. Mazureau in appeal on Florida land case		374 62	
Fee to Spalding for examining land titles in Missouri		155 75	
Bowen and King, fee in suit of Mr. Lanusse		300 00	
Moreau L'Islet, fee on Flecher's heirs		150 00	
J. W. Smith, fee in suit of Le Breton's heirs		26 75	
Costs in suit of Le Breton's heirs		74 18	
In Supreme Court in appeal Florida land case		66 00	
In suits with Keene and Whitney	$528 64		
Less recovered of Keene	125 83		
		402 81	
Transcript of records in the District Court to be used in the defence of Mr. Lanusse's suit		132 62	
Notorial fees for copies of documents in various suits		46 00	
Expenses of commissions suit to Matanzas and Philadelphia, in Whitney's and Keene's suit		410 00	
Expenses of a commission in Mrs. Lanusse's suit		20 00	
			6,608 73
Proportion of expenses surveying Terre aux Boeufs land		73 87	
Repairs of Bayou roads and bridges		88 75	
Publication of answer to Keene		20 00	
			182 62
Balance of interest paid			947 13
			26,262 56
To balance			9,166 68
July, 1838, paid municipality taxes on Bayou property		17 50	

New Orleans, 27th August, 1838.

Signed RICHARD RELF,
BEV. CHEW.

H.—Continued.

By amount received of Isaac Baldwin, in compromise of sale of Bayou Boeuf, in dispute with Spencer's heirs		11,800 00
An undivided moiety of 14 arpents of lands held conjointly with D. Delacroix, at Terre aux Boeufs, sold to Joseph Alphonse	$700 00	
Ditto of 6 arpents, sold by Felix Gonzales	300 00	
Ditto of 8 arpents, sold by J. Alphonse	400 00	
Ditto of 1 arpent, sold to Corvin	50 00	
		1,450 00
A house and lots in suburb St. John's, sold to widow St. Cyr		900 00
Amount collected of Joseph Vidal through L. C. Duncan, Esq.		120 00
Amount on a judgment obtained against R. R. Keene		592 57
Amount collected of Louis Sere		2,233 31
Balance		9,166 68
		26,262 56

Property remaining unsold.

Bayou lots.
Seventy thousand arpents Florida lands.
An undivided portion of lands in the parish of St. Bernard, held conjointly with Dusican Delacroix.
Several tracts of lands and town lots in the State of Missouri, title in dispute.

I, William F. C. Duplessis, Register of Wills, in and for the parish and city of New Orleans, state of Louisiana, ex officio clerk of the court of probates, in and for the parish and city of New Orleans, do hereby certify that the foregoing twenty-six pages contain a true copy of the petition filed by Richard Relf and Beverly Chew, testamentary executors of Daniel Clark, deceased, the order of court thereon, and the accounts by them filed, all in my orfice. in faith whereof, I have hereunto set my hand, and affixed the seal of the court of Probates aforesaid, at the city of New Orleans, this 30th day of July, in the year of our Lord, 1840, and the 65th of the independance of the United States of America. Fifteen figures erased in page "six." Four figures erased in eighth page; eight words and two figures erased in eighteenth page; three words erased, and one word interlined in twentieth page; five words and six figures erased on twenty-second page; seventeen figures erased, and ten figures interlined on page twenty-fifth.

Signed W. F. C. DUPLESSES,
Register of Wills.

I, Joachim Bermudez, sole judge of the court of probates, in and for the court of probates, in and for the parish and city of New Orleans, state of Louisiana, do hereby certify that Wm. F. C. Duplesses, who signed the foregoing certificate, was at the time thereof, and still is register of Wills, in and for the city and parish of New Orleans, ex officio clerk of the court of probates, in and for the city and parish of New Orleans, as set forth in his certificate, which is in due form of law.

Given under my hand, at the city of New Orleans, this 29th day of July, A. D., 1840.

Signed J. BERMUDEZ.

To the honorable Joachim Bermudez, judge of the court of probates in and for the city and parish of New Orleans.

The opposition of Caroline Clark, wife of John Barnes, residing in Port Gibson, State of Mississippi, duly asserted and authorized in this behalf by her said husband, and of Sarah J. Campbell residing at Manayunk, in the State of New York, both heirs under a universal title, for one fourth each, of the late Mary Clark, mother and sole heiress of the late D. Clark, to the account filed by Richard Relf and Beverly Chew, testamentary executors of the last will and testament of the late Daniel Clark, respectfully represents that they opposed the homologation of said account on the following grounds:

1. The executors do not show the dates at which they received the different sums with which they debit themselves, nor the dates at which they paid the different items with which they credit themselves, as they are bound to do, in order to ascertain the amount of interest for which they are responsible.

2. These opponents specially deny, that either their testatrix, or they themselves, ever approved of any part of the account now presented; and they also deny that any person, having authority from their testatrix, or themselves, approved of, or confirm said account or any other account of the executors as alledged by them.

3. The executors are bound to produce the losses of the titles of the property which they alledge to have sold, in order to enable these opponents to ascertain whether said sales were made, and whether the sales, if made, are legal as well as the extent and the nature of the property sold.

4. The executors have not accounted for all the property that came into their hands, as is shewn by the inventories; nor have they stated with sufficient clearness and precision what property remains in kind.

5. These opponents oppose and contest all the private sales of property alleged to have been made by the executors, and now charge and aver, that if said sales were made as stated, the executors acted illegally and tortiously in making said sales, and could not transfer any title to the persons who purchased from them; they hereby specially reserve to themselves the right of claiming and recovering the property of the persons who may be in possession thereof.

But the executors are bound to account for the revenue of said property in the shape of damages, for having by their illegal acts and doings deprived them of the possession and civil fruits of said property, as will be more particularly stated hereafter in averring the amount of damages sustained by each particular private sale, which averments all refer to this 5th ground of opposition: In the same manner as if it was repeated in each one of them.

6. That these opponents specially oppose the different items, being No. 60 to 82, both inclusive, under the head of Daniel Clark's private estate, purporting to be charges and expenditures on account of a contract with the New Orleans Navigation Company for the digging of a canal; they aver and charge, that the executors had no right to cede said contract and pay five thousand one hundred and fourteen dollars and sixteen cents, to Dusuau Delacroix, for assuming the fulfillment of said contract; that a large sum of profit might have been realized by the execution of said contract, and these opponents and the other heirs have sustained damage and injury by reason and in consequence of said illegal acts on the part of the executors to the am't of twenty thousand dollars, and upwards, for which the executors are liable and responsible to them.

7. The item of five thousand nine hundred dollars, alleged to have been paid to Stephen Handerson for interest on deferred payments, is opposed and denied; it is accompanied by no voucher. If this sum was paid, it was through the fault and mal-administration of the executors; and the heirs are not chargeable therewith.

8. The item of six thousand and sixty dollars sixty-three cents,

alledged to have been remitted to Mrs. Mary Clark, is opposed and denied. It is not supported by any voucher, and the executors are called on for proof of said charge.

9. The item of fourteen thousand dollars is opposed and denied: the executors have no right to credit themselves with that; the contract of partnership to which they refer, does not support said charge.

10. The item of four thousand four hundred and eleven dollars and five cents, for the executors commissions, is opposed and denied.

The executors are entitled to no commission, because they have not complied with the duties of their office in rendering an account of their administration at the period required by law, and even if they are entitled to a commission, that charged is on too large an amount.

11. The executors are responsible for the value of twelve slaves, which they alledge to have sold at private sale, to Bernoudy fils, N. Noyer, M. Robertson and John McDonough, for thirteen hundred and fifty dollars; these sales were illegal, and the executors are liable for the full value of said slaves, which these opponents aver is upwards of five thousand dollars.

12. The executors are responsible for the value of fifty-seven slaves, which they allege to have sold at private sale to Dusuau Delacroix, for eighteen thousand one hundred and twenty-eight dollars: this sale is illegal, and the executors must account for the full value of said slaves, which these opponents aver is thirty thousand dollars, and upwards.

13. The executors are liable to these opponents for the dammage which they and the other heirs have sustained by the illegal sale of a plantation near Natchez, known as the Ridge Plantation, which they allege to have sold at private sale to R. Livingston, for seven thousand five hundred dollars, which damages amount to upwards.

14. These opponents and the other heirs have sustained damage to the amount of fifteen thousand dollars, by the illegal sale of a house and lot in the suburb St. Mary, alleged to have been sold to M. L. Chauvin for two thousand dollars, for which the executors are bound to account.

15. These opponents and the other heirs have sustained damage to the amount of twenty thousand dollars, by the illegal sale of a tract of land in the State of Mississippi, alleged to have been sold at private sale to Mr. Hart, for six thousand seven hundred and twenty-three dollars, for which the executors are bound to account.

16. The executors are bound to account to these opponents and to the other heirs for the house and other improvements on the Bayou and gentilly road, known by the name of the Bayou house, which by their fault and neglect has been dilapidated and has fallen into total ruin; which house and other improvements were worth

upwards of twenty thousand dollars, with which the executors must be charged.

17. The item of one hundred and fifty thousand dollars, alleged to have been paid to Daniel M. Coxe, of Philadelphia, is not supported by any voucher, and is opposed and denied.

18. The item of four thousand nine hundred and fifty-two dollars and forty-six cents, alleged to have been paid on account of an annuity, is not supported by any voucher, and is opposed and denied.

19. The item of twenty-one thousand seven hundred and ninety dollars, alleged to have been paid or refunded to Wade Hampton, for a recision of the sale of Ouachita lands, is supported by no voucher, and is opposed and denied, and these opponents aver that the succession cannot be charged with said sum, even if it has been paid; which, however, is denied.

20. The private sale of the tract of land in Ouachita, known as the Cypress Swamps, to Nicholas Girod, for twenty thousand dollars, is illegal, and much below its real value, and has caused to these opponents and to the other heirs damage to the amount of upwards of fifty thousand dollars, for which the executors are bound to account.

21. The private sale of an undivided right of the Maison rouge tract is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of twenty thousand dollars, for which the executors are bound to account.

22. The private sale of a tract of land in Acadia, to Mr. Kenner and P. Minor, for nine thousaud five hundred dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of twenty thousand dollars, for which the executors are bound to account.

23. The private sale of a tract of land in Attacapas to D. W. Coxe, for eight thousand six hundred and fifty dollars, is illegal, and much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of twenty thousand dollars.

24. The private sale of a cypress swamps on canal carondolet, to E. Blanc, for four thousand seven hundred and sixty dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heir to the amount of upwards of one hundred thousand dollars, for which the executors are bound to account.

25. The private sale of three tracts of land in Opelousas to C. Lavergne, N. B. Le Breton, and V. Navarre, are illegal, much below their real value, and have caused damage to these opponents and the other heirs to the amount of upwards of five thousand dollars, for which the executors are bound to account.

26. The private sale of a tract of land at Gentilly to E. De Flech-

ier for five thousand five hundred and ninety dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of twenty thousand dollars, for which the executors are bound to account.

27. The private sale of a tract of land at Gentilly to P. A. Delachaise, for two thousand four hundred dollars, is illegal, much under its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of twenty thousand dollars, for which the executors are bound to account. The dimensions of this tract of land are incorrectly stated, as will be seen by reference to the title, which the executors are called upon to produce.

28. The private sale of a tract of land to C. Montreul, for eight hundred dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of ten thousand dollars, for which the executors are bound to account. The dimensions of this land are also incorrectly stated in the account.

29. The private sale of a tract of land at Lafourche to B. Guino, for thirteen hundred and fifty dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of five thousand dollars, for which the executors are bound to account.

30. The private sale of a tract of land near Baton Rouge, for twelve hundred and fifty dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of ten thousand dollars, for which the executors are bound to account.

31. The private sales of ten lots of ground in the suburb St. Mary to the following persons, viz: Louis Biera, Alex. St. Amand, Veuve Lobet, G. Corregoles, Thos. Bonseigneur, Plaucheé and Coureille Vincent Rillunx, are illegal, much below their real value, and have caused these opponents and the other heirs damage to the amount of upwards of fifty thousand dollars, for which the executors are bound to account.

32. The private sale of a house and lot in the suburb St. John to P. Keene, for one thousand and eighty dollars, is illegal, and has caused damage to these opponents and to the other heirs to the amount of upwards of one thousand dollars, for which the executors are bound to account.

33. The private sales of two lots of ground in the suburb St. John, the one to Joseph Amidu, for one hundred and sixty-five dollars, and the other to Davis & Abat, for one hundred and fifty dollars, are both illegal, much below their real value, and have caused damage to these opponents and the other heirs to the amount of one thousand dollars, for which the executors are bound to account.

34. The private sale of a tract of land on the Bayou Bœuf to Hugh Brown, for three thousand dollars, is illegal, much below its real value, and has caused damage to the opponents and the other

heirs to the amount of upwards of ten thousand dollars, for which the executors are bound to account. The dimensions of this land are also incorrectly stated.

35. The private sale of a tract of land on the Bayou Bœuf to George Mathews, for three thousand one hundred and fifty dollars, is illegal, much below its real value, and has caused damage to these opponents and the other heirs to the amount of upwards of twenty thousand dollars, for which the executors are bound to account. The dimensions of this land are incorrectly stated in the account.

36. The transfer of Daniel W. Coxe of the Maison Rouge grant to Ouachita lands, and of one hundred and fifty arpents of Florida lands, for an alleged debt due to said Coxe, is illegal, because no such debt was due to Coxe, and if even Coxe had a claim, the executors had no right to give the land in payment. This illegal transaction has caused damage to these opponents and the other heirs to the amount of upwards of two hundred thousand dollars, for which the executors are bound to account.

37. The private sales to various persons of forty-five slaves, (stated in the executors' account, to have been acquired of Claiborne, Brooks and Samuel Elkins) for the aggregate sum of fourteen thousand nine hundred and seventeen dollars, is illegal, much below their real value, and have caused damage to these opponents and the other heirs to the amount of upwards of ten thousand dollars, for which the executors are bound to account.

38. The law expenses, amounting to fifteen thousand nine hundred and twenty-three dollars and forty-eight cents, stated in the account marked E of incidental charges, and alledged to have been paid to different persons, are contested and denied; and in case it should be proved that they have been paid by the executors, then these opponents say, that said charges are exorbitant, and were unnecessarily incurred, and the executors are not entitled to be credited with the said sum.

All the items in the account marked E, entitled "account of the charges incidental to the liquidation of the joint estates of Daniel Clark and Chew and Relf in partnership" are denied and contested, and the executors are called on for the strict proof of all and every one of those charges.

40. The law expenses charged in the supplemental account marked H, amounting to six thousand six hundred and eighty dollars and seventy-three cents, are contested and denied, as also the charge of twenty dollars for the publication of an answer to Keene. The existence and amount of all those charges are contested, and if they have been incurred, it is contested that the succession is not liable for them.

41. The executors are bound to pay interest on all sums which have come into their hands from the period of the expiration of their legal term of executorship, until they pay the same. They are bound to charge themselves with this interest, which they have failed to do; these opponents cannot at present know the precise

amount of interest for which the executors are responsible, because they have not stated the dates when the different sums of money were received by them.

Wherefore these opponents pray that this their opposition be sustained, and the executors held liable for the different sums of money with which they are charged in this opposition, that the items to their credit which are contested, be rejected, and that judgment be rendered against the executors Beverly Chew and Richard Relf, *in soledo*, in accordance with this opposition: and these opponents expressly reserve to themselves, the right of filing further and other oppositions. And they oppose any partial homologation of the account, because the executors have not exhibited the necessary papers and vouchers to enable these opponents to examine and investigate said account fully and thouroughly, and because said account is in many respects vague and not explicit as it ought to be: and they pray for all such other and further aid and relief and remedy the nature of their case may require and the law will permit, &c. &c.

Signed C. ROSELIUS,
Attorney.

A. Hoa, of counsel of the absent heirs, joins in the above opposition, assumes the same grounds, takes the same conclusions, and wishes the said opposition to be considered as filed in toto by him in his aforesaid capacity of attorney appointed by the court to represent the absent heirs; and this opponent further alleges as a new ground of opposition, that at least fifty slaves mentioned in the inventory, are not accounted for; that it is impossible for said opponents to mention their names, because in the accounts filed by Messrs. Relf and Chew, the names of the slaves sold by them generally, are not mentioned, and for this reason it is impossible to distinguish those slaves who have been sold from those who remain unsold, or not accounted for, but by the difference of numbers this opponent avers that said Beverly Chew and Richard Relf are answerable to the succession for the sum of twenty-five thousand dollars the apprinted value of said fifty slaves not accounted for.

And this opponent as in duty, &c. &c.

Signed A. HOA,
Attorney for absent heirs.

To the Hon. J. Bermudez,

Judge of the court of probates of the parish of New Orleans.

The petition of Judith Vullon, widow of the late Pierre Baron Boisfontaine, living in the parish of Orleans, acting as natural tutrix of Philippe, Josephine, Adelaide, Gustave, Marie and Oscar Boisfontaine, respectfully shews:

That the late Pierre Baron Boisfontaine, bought by an act executed before John Lynd, notary public, on the 6th of March 1811, from the late Daniel Clark, a certain tract of land situated in the parish of East Baton Rouge; that subsequently the said Boisfon-

taine sold the said land to Antoine Cavelier, jr. and John Davenport. That on the 28th July 1827, the heirs of the late James Fletcher, instituted suit against the said A. Cavelier, jr. and Davenport, in the honorable district court of the 3d judicial district, for the recovery of the said land, in which suit they obtained a final judgment for the three undivided fourths of the said land, that in the said suit the said A. Cavalier, jr. and John Davenport called the said Boisfontaine in warranty, and the said Boisfontaine called the heirs of the late Mary Clark, who herself had been the sole heir of the late Daniel Clark in warranty, that a final judgment was rendered on the 7th of July, 1834, in the said suit, between all the said parties on the questions of improvements, rents and profits and warranty, which was afterwards confirmed on appeal by the supreme court of this state, that by the said judgment the said Boisfontaine was condemned to pay to the said A. Cavelier, jr., and John Davenport, the sum of $20,550 for the rents and profits, and the value of the three fourths of the land from which the said A. Cavelier, jr. and John Davenport had been evicted in the said suit, and also about $1,000 for one half of the costs of the said suit, and the said Boisfontaine had judgment over for the said sum of $20,550, and for the half of the said costs against the heirs of Mary Clark, who was the heir of the said Daniel Clark, the warranter of the said Boisfontaine.

Your petitioner shews that thereafter, the said A. Cavilier jr. and John Davenport were evicted from the said land, and their claim against the said Boisfontaine, and of the said Boisfontaine against the said heirs of Mary Clark, for the aforesaid sums of money, became thereby perfect, and that no part thereof has hitherto been paid by the said heirs. That the said Boisfontaine departed this life on the 7th of January, 1836, leaving your petitioner his widow and the aforesaid minor children, born from his marriage with your petitioner; and that on the 19th of January, 1836, your petitioner was confirmed as natural tutrix of her said minor children, by the honorable court of probates, of the parish of Orleans. Your petitioner further shews, that on the 20th of May, 1811, the said Daniel Clark made an olographic will, by which he left all his property to his mother Mary Clark, and appointed Richard Relf and Beverly Chew his testamentary executors; that in the year 1813, the said Clark departed this life, that the said will was opened and ordered to be executed by the probate court of the parish of Orleans, that the said Mary Clark accepted the said succession purely and simply, and sent a full power of attorney executed on the 1st of October, 1813, to the said Relf and Chew under which they afterwards acted, that thereby, the functions of the said Relf and Chew as executors ceased; that the said Mary Clark afterwards, viz: on the 22d of November, 1817, executed a will, that she died in June 1823, at Philadelphia in the State of Pennsylvania, where and when the said will was probated, that by the said will, she instituted Eleanor O'Bearne, Jane Green, the wife of

George Green, Sarah Campbell and Caroline Clark, now Caroline Barnes, her sole heirs by equal shares, and appointed Joseph Reed and Wm. E. Hulings her executors; that the said executors took out letters testamentary, and the said heirs accepted the said succession, and that the said Relf, as the agent of the said heirs and executors continued to manage the property left by the late Daniel Clark at his decease. Your petitioner further shows, that the said judgment rendered in the aforesaid suit of Fletcher's heirs vs. Cavelier's executors and als., has been recorded in the parishes of Orleans and St. Barnard, where some of the real property inherited by the said Mary from the said Daniel Clark, and since descended to the said heirs of the said Mary Clark is situated, and that therefore the said Boisfontaine and his said heirs have obtained a legal mortgage on the said property for the satisfaction of the said judgment; that on the 22d of March last, your petitioner obtained an alias fi. fa. under the said judgment, directed to the sheriff of the parish of New Orleans, under which certain lots in Faubourg St. John were seized, whereby the said heirs of Boisfantaine acquired a privilege on the said lots, and that the said execution was interrupted by an injunction sent out by one Myra Whitney from the district court of the 1st judicial district on the 21st of June last, which injunction suit is still pending, and in which your petitioner intends to intervene for the purpose of defending the same. Your petitioner also knows, that the said Richard Relf and Beverly Chew have only very lately filed an account in this honorable court of their administration as executors of the late Daniel Clark, but your petitioner avers, that the said executors were already long since, viz: already in the year 1814, functi officio as such, that since then, the property of the said estate, was managed by them as the agents of the said Mary Clark, and of the heirs of the said Mary Clark, who have respectively accepted the succession which fell to them as aforesaid; that thereby, the said Mary Clark became personally responsible for the debts and liabilities of the said Daniel Clark; that therefore a valid legal mortgage could be obtained on any property descended to them from the said Daniel Clark and Mary Clark and situated in this State, by recording the aforesaid judgment, and the said property was, and is liable to be immediately seized and sold in execution of the said judgment; that your petitioner while reserving the right of so doing, or of prosecuting the alias fi. fa., which she has already obtained as aforesaid, whenever she may think proper, and protesting against any possible pretension that the minor heirs of Boisfontaine ought to wait for payment until the property put by the said Chew and Relf on their account, as still undisposed of, is by them sold, and the proceeds distributed between all the creditors of the said Daniel Clark or Mary Clark or heir, heirs, still thinks it necessary for the preservation of the rights of said minors, to oppose the said account, and to pray that the said Chew and Relf may be ordered to amend the same by putting the heirs of the said Boisfontaine as mortgaged and priviledged

creditors thereon for the sum of $20,550 with 5 pr. ct. interest, and as priviledged creditors for the sum of $1,000, and that they may further be ordered to pay to your petitioner as tutrix, the said sum of money, if the same shall not have been previously made by the seizure of the said property which your petitioner reserves the rigbt of obtaining at any time.

Wherefore your petitioner prays, that judgment may be rendered according to the premises with costs.

Signed J. J. MERCIER,
Attorney.

Filed, 28th Sept. 1838.

Inventory of the papers, titles of property, notes or obligations not collected, mentioned in the inventory of the estate of Daniel Clark, deceased, filed in this court of probates under an order of the 7th September, 1838.

A packet containing a promissory note drawn by Daniel Clark to the order of Gaspar Delery, dating of the 7th July, 1813, for four hundred dollars, given in exchange for the note inventoried under the mark B No. 2

P. D. Foley's note, per	$184 50	marked	D	4
L. Barsdou "	100 00	"	F	5
Gilbert Leonard "	1,000 00	"	G	7
M. Perez "	100 00	"	I	9
D. Magnau "	300 00	"	J	10
Eliz. R. Trepaginer, note per	3,000 00	"	K	11
P. Colsson "	54 00	"	L	12
James Sterett "	7,333 90	"	N	14
Chev. de Belloqeur "	162 00	"	O	15
John Ruffray "	42 00	"	Q	17
Wm. Harper's obligation for	31,000 00	"	R	18
Ditto, note per	2,000 00	"	S	19
Ditto "	2,000 00	"	T	20
Ditto "	2,000 00	"	U	21
Ditto "	2,000 00	"	V	22
Ditto "	2,000 00	"	W	23
John Watkins' obligation for	903 00	"	AA	27
Edw. D. Turner's note for	5,495 75	"	BB	28
Bond and mortgage of J. Watkins		"	CC	29
A Louisiana bank book		"	DD	30
A Planters' bank book		"	EE	31
A packet, notes and documents		"	GG	33
A packet containing patents of Florida lands		"	HH	34
A packet containing agreements		"	II	35
A packet cont'ng copies of acts of mortgage		"	JJ	36
A packet containing notes paid, and receipts		"	MM	39
A packet cont'g copies of bills of exchange		"	LL	38
A packet containing estimates of property		"	NN	40
A packet cont'g copies relating to the canal Carondolet		"	OO	41

A packet containing powers of attorney	marked	PP	42
A packet containing acc'ts with D. W. Coxe	"	QQ	43
A packet containing accounts current	"	RR	44
A packet containing letters	"	SS	45
A packet containing copies of sales of lots on bayou St. John	"	TT	46
A packet containing papers in relation to Thos. Wilkins' lands' titles	"	UU	47
A packet containing memorandums	"	VV	48
A packet containing plots and titles of lands	"	W	49
A packet containing papers in relation to the bayou plantation	"	XX	50
A packet containing documents in relation to the plantation bought of A. Magnon	"	AAA	53
A packet containing papers respecting rope walk, &c.	"	BBB	54
A packet containing papers relating to a plantation of the Mettairie road	"	DDD	56
A packet containing papers respecting lands in Attacapas, bought of Macarty's estate	"	EEE	57
A packet containing conveyances, plots, and titles of land south of the line of demarcation	"	III	61
A packet containing documents relating to lands bought of S. Ducoureau	"	JJJ	62
A packet containing titles of lands, papers, received of Mr. Fletchur	"	MMM	65
A packet containing bills of sales, &c., from Mons. Herauld to Mons. Lavigne, and by him to D. Clark	"	NNN	66
A packet containing papers endorsed by J. Lugues	"	OOO	67
A packet containing accounts received, P. Baron	"	PPP	68
A packet containing accounts with F. L. Claiborne	"	QQQ	69
A small stitched paper covered book	"	RRR	70
A similar book	"	SSS	71
A small book containing 7 written pages	"	TTT	72
Sixty three bundles of letters, No. 1, A			63
A bundle containing copies of letters			64
A bundle containing accounts of Wilkinson			65
A bundle containing letters to Walter Jones			66
A bundle endorsed Mons. Bellechasse			67
Sixteen bundles accounts, &c., No. 68, A			83

Signed, RICHARD RELF.

New Orleans, 28th September, 1838.

Filed 29th Sept., 1838.

Opposition to the homologation of the account of Richard Relf and Beverly Chew, of their administration of the estate of Daniel Clark, is respectfully submitted to the cognizance of the honorable judge of the probate court court in and for the city and parish of New Orleans, in the State of Louisiana, by Richard Raynald Keene, a creditor of that estate, for the sum of $25,500, and upwards, in virtue of a sale of land, with absolute guarantee of title, situated on the left bank of the bayou del Bosque Roxo, or Richwood creek, in said estate, by said Clark to this opponent, and his, this opponent's, subsequent privation of said land by or on the part of the United States, in consequence of its appertaining by law to them, and not to said Clark, at the time of said sale, as will more fully appear by the suit now pending, in the name of this opponent, in the United States circuit court for the eastern district of Louisiana, for enabling him to recover said sum—said opposition being made on the following grounds:

1. The law of Louisiana, requiring, as it does, the rendition of the accounts of executors, such as said Relf and Chew claim to be, or to have been, of said estate, within the precise terms of a year, or a year and a day, (unless judicially prolonged at the expiration of that term, which never took place in the case under investigation,) from the date of these letters of executorship, and a lapse of more than 23 years having occurred since the date of the letters of executorship of said Relf and Chew, up to the time of their presentation of said account, it follows, of necessary consequence, that, even if it were otherwise an unobjectionable account, it cannot now, after a concealment of twenty-three years beyond the time legally allotted for its exhibition, be homologated, unless it be shewn that the honorable judge of said court possesses legislative power, and such power too as enables him to exercise *expost facto* legislation; in the first place, in treating or considering, as an executional act, the account in question, although rendered by executors, who are *functi officio*; and in the next place, in approving that act, when the law of the land pronounces it to involve a culpable dereliction of duty.

2. The account of which is now treated of is, apart from its out of time presentation, neither legal nor just: it involves a flagrant violation of law and justice, both in the manner and in the matter of the administration of the estate aforesaid.

3. The manner of administering the estate or succession of Daniel Clark, as in the case of all other estates or successions in this country, should have been, by and according to the authorization of the competent tribunal, which, in all cases of sales of succession property, requires that they be made at public auction; whereas the property of Clark's succession was sold by his executors, and that, too, after they were *functi officio*, without any order of court, and at private sale.

4. No delegation of power from or on the part of Mary Clark, the mother of Daniel Clark, and his devisee under his will of 1811 that

was revoked by his last will of 1813 (a suit for recovering the property left by him under that last will of 1813 to his daughter and only child, Mira Clark Whitney, being now under the cognizance of the United States circuit court aforesaid,) was sufficient to authorize Relf and Chew, as they vainly affect to believe to be the case, to violate the Louisiana law of executorship, which they had sworn to comply with, even had she legally accepted her son's inheritance. But she did not legally accept that son's inheritance, and consequently she was not capable of giving any instruction whatever to her son's executors for governing or controlling their operations in respect of that estate that were entitled to any binding force upon them. During her lifetime, and long afterwards, Spanish law was in force in Louisiana, and by that law it is ordained as follows:

"La herencia se ha ou accepter por el houdero mesino a quien pertenece, porque, no se puede accepter por procurador." Cur Ph. 11, p. 171.

According to law, then, Mary Clark was bound, in order to make a valid acceptance of her son's inheritance, to have made it herself in person, and not by a procurator. But her only acceptance of that inheritance was by her procuradores, Relf and Chew, who, as such procuradores, were *in*capable of giving any validity to it.

5. Even had it been the case that Mary Clark's acceptance of her son's inheritance had been a legal acceptance of it by herself in person, (instead of her insufficient and illegal acceptance of that inheritance through her procuradores,) yet when it is borne in mind that her succession was never opened in Louisiana, and, further, that her heirs have *overlined* out of it, it necessarily results that Daniel Clark's succession, on the death of his mother, if not before that event, became a vacant succession, and that as such vacant succession it ought to have been administered by a curator. And after her death (when her procuration died along with her) no procuration of her executor in favor of Relf and Chew could have been otherwise than insufficient and impotent like her own procuration, in giving them a nominal power to trample upon the law of succession in Louisiana. But even if those procurations had not been insufficient and impotent in themselves, yet they were dead letter until they were submitted to the cognizance and received the sanction of the testamentary tribunal of New Orleans. And no presentation or record was made of them in that tribunal until May, 1834, an epoch more than sixteen years posterior to the death of Mary Clark, and long after the funeral of her son's estate had gone by.

6. In the matter, as contradistinguished from the manner of their administration of Daniel Clark's estate, Relf and Chew, as well in their capacity of executors of Clark's as of commercial partners, published in 1814 a declaration, to the truth of which Relf made oath, that according to their books, which ought to have been cor-

rect, they were in possession of assets not only sufficient for the payment of every debt due by them, as Clark's executors as well as commercial partners, but also sufficient to yield a large surplus for themselves and for Clark's heirs, and although in the assemblage of their own creditors and the creditors of Clark's estate in a notarial office under date of April 6th, 1814, on whom they called, and successfully called, to give them a respite of one, two, or three years for inpartile payments to them of all their claims, under the reiterated assurance of their having abundant means to pay these claims, and to furnish a considerable surplus, yet in the account under consideration those executors make out their testator's estate to be *quasy* insolvent, notwithstanding that after the final payment in April, 1817, of the last instalment of "all the claims" of Clark's creditors as well as their own creditors, they in diverse epochs sold immense masses of property belonging to, and granted acquittances of mortgages given in favor of that estate, the proceeds of which sales and acquittances ought of course to have entered into and augmented the "surplus"—the considerable surplus—in favor of Clark's heirs," in conformity with their previous assurance.

7. January 18, 1821, by an act passed before L. Blanc, notary public, Judge Martin, in company with P. A. Delachaise, purchased of Relf and Chew some twenty acres or arpents of ground belonging to Daniel Clark's estate within the limits of New Orleans. In the account however, now under examination, mention is made only of ten acres, which constitute the share of Delachaise, without any notice whatever of the vender, judge, or of the surplus that made up his share. This oversight (which, of course, was accidental and involuntary on the part of the executorial accountants,) is impugned not only in justice to Clark's succession, but likewise *ex debits justici* towards the honorable chief judge of the supreme court of Louisiana, whose merits and celebrity entitle him to be forever and anon received from, and defended against, oblivious slight.

8. The gratuity under the name of allowance made to Dusuau Delacroix in respect of the Carondolet canal contract, of $5,138, is unjust and illegal. And unjust and illegal also is the "abatement" of $1,178 on the appraised value or price, to wit, $9,500, of twenty-four of Clark's slaves purchased by the same person. That same Delacroix who, August, 1813, (two days after Clark's death,) lion-like, took the initiative in the probate court of New Orleans, in representing under oath that Clark had left a testament posterior to that which had been opened by the court," (to wit, the one that had given executional exertance to Relf and Chew,) and afterwards, that is to say, after an allowance "and an abatement" and in his favor, lamb-like, established between Relf and himself the amicable, not to say the confidential, relationship and constituent and representative.

9. The claim in favor of D. W. Coxe to the amount of $15,000 (bearing marks of collection and fraud) is required to be strictly proved, and besides the presentation of the requisite evidence for the establishment of that claim, oyer is craved of the original "agreement" of June 19, 1813, and also of the schedules referred to in that instrument.

10. For counsel fees in suits with two persons in the Clark account, a charge is made of 4450, with those persons Relf had libel suits in order to try to wipe off the imputation cast upon him, not only of having committed malfaisance or even spoliation in the administration of Clark's estate, but also of having interestedly and corruptly purloined or destroyed Daniel Clark's last will, the same will, whose existence was sworn to by Lacroix ; those suits of course were Relf's own private suits. And although he laid claim, in the aggregate, to $40,000 for or on account of that inspectation, yet so imposing were the proofs in support of it, and so frail was the character that was appraised by him, at that survey, that the tariff was juridically settled at nothing. But afterwards, more by means of the meditation of the judge advocate, than by the merits of his counsel, that tariff was raised to one dollar. And the ordinary commission upon that same tariff of one hundred *cents*, ought to furnish the precise measure of the charge upon Clark's estate, if chargeable at all for Relf's alchemic experiments to turn brass into gold.

Signed, R. R. KEENE *P.*

Filed 15th October, 1838.

In the fear of God ! Amen.

I, Mary Clark, formerly of Ireland, now of the city of Philadelphia, in the State of Pennsylvania, in the United States of America, being, through the mercy of the Most High, of a sound disposing mind, and in my usual state of health, do make and declare this my last will and testament.

First. I order and direct that all my first debts and personal expenses be fully paid and satisfyed as soon as convenient may be after my decease.

Secondly. I give, devise, and bequeath unto my executors herein after named, and to the survivor of them, and to the executor of said survivor, all my estate and property, real and personal, whatsoever, and wheresoever.

I entrust, nevertheless, and to the intent and purpose that they shall and do emmediately or as soon as conveniently may be after my decease collect all the moneys and debts due to me or received by any person, for my account, acting under me, and also sell and dispose of all my lands and tenements, goods and chattels, rights and credits for the best price that can be had or obtained for the same. And on this further trust, that they shall and do devise and

distribute the moneys arising from said sales, as the same may be received, into four equal parts.

And I do give, devise, and bequeath one share or fourth part of these to my daughter Eleanor O'Bearne, of Sligo, in the Kingdom of Ireland, her heirs and assigns forever; and in case the said Eleanor O'Bearne should be now dead, or should die before me, I give and bequeath, devise the share to the child or children of the said Eleanor, their heirs and assigns, to be equally divided between them, share and shares alike.

Further, I do give, devise, and bequeath one other share or fourth part of my said estate and property to my daughter Jane Green, wife of George Green, of Liverpool, in the Kingdom of Great Britain, her heirs and assigns forever; and in case the said Jane Green shall now be dead, or shall die before me, I give and devise the said share to the child or children of the said Jane Green, their heirs and assigns forever, to be equally divided among them, share and share alike.

I do give, devise and bequeath, one other share or fourth part of my said estate and property to my grand daughter, late Sarah Anderson, now Sarah Campbell, to have and to hold the same to her, and to her heirs and assigns forever.

Further, I do give, devise, and bequeath one other share or fourth part of my said estate and property to my grand daughter Caroline Clark, a natural daughter of my late son Daniel Clark to be paid to her (if married) on the day of her marriage, or remaining unmarried, when she shall have attained the age of eighteen years, which ever first shall happen; and should I die before either of the said events do take place, then, and in that case, the interest, profit, or issue of the said share or fourth part of my said estate and property shall be paid and handed over to such person or persons, as the said Caroline shall choose for her guardian or guardians, to be appropriated by them for the support and maintainance until she shall by this my will be entitled to receive the principal as afore stated; and in case the said Caroline Clark should die unmarried, or before she attains the age of eighteen years, if such, it is my will and desire that the said share or principal sum to her devised shall be paid and distributed in equal proportions, to, and among such of my heirs herein named, as shall be then living, and to the legal representations of such of them as shall be dead, such representatives taking among themselves such share only as their deceased parents, if living, would have taken.

Further, I do give, devise, and bequeath to my grand daughter Mira Clark, commonly called Mira Davis, another natural daughter of my late son Daniel Clark, the sum of two hundred dollars to purchase a jewel as a remembrance of me. I would have left her equal with my other heirs, were she not already provided for.

And do further declare it to be my will that no devise, or legacy herein contained shall be deemed or held to *belape* or become void by reason of the death of the devisee or legatee in my lifetime,

but such devise or legacy shall be good and available in favor of the heirs or legal representatives of such legatee or devisee, and can object nevertheless to the limitations herein before contained, as if such devisee or legatee had survived me.

I do hereby nominate and appoint Joseph Reed, Esqr., attorney at law, William E. Hulings, M. D., both of the city of Philadelphia, to be the executors of this my last will and testament, hereby revoking all other wills, testaments, and powers by me heretofore made and given, and I do declare and acknowledge this to be my last will and testament.

Witness whereof I have hereunto set my hand and seal, this twenty-second day of November, in the year of our Lord one thousand eight hundred and seventeen.

[L. S.] MARY CLARK.

Signed, sealed, published, and released and declared by the above named Mary Clark, and for her last will and testament, in the presence of us, who have at her request, and in her presence, and in the presence of each other, subscribed our names as witnesses thereto.

Signed, JOHN CONNELLY,
ISACK HARVEY, Jr.
L. NICHOLSON,
JOHN BRENTING,
WM. E. HULINGS.

PHILADELPHIA, JUNE 23d, 1823.

There personally appeared J. Connelly, Isack Harvey, jr., and Lindsey Nicholson, three of the witnesses of the aforegoing will, and on their solemn affirmation, according to law, did declare and say that they did see and hear Mary Clark, the testatrix, in the said will named, signed, seal, publish and declare the same as and for her last will and testament, and that at the doings thereof she was of sound mind, memory, and understanding to the best of their knowledge and belief.

CORANER EDWARD ROGERT,
Dep. Register City and County of Philadelphia, &c.

I certify that the aforegoing writing is a true copy of the original last will and testament and probate thereof of Mary Clark, deceased, on file and remaining on record in the register's office, at Philadelphia.

Given under my hand and seal of office this twenty-ninth day of March, Anno Domini 1824.

Signed, JOS. BEARNES,
Register.

PENNSYLVANIA, *ss.*

In the name and by the authority of the Commonwealth of Pennsylvania I, Andrew Shultze, Governor of the said Commonwealth to all to whom these presents shall come, sends greeting:

Know ye, that Joseph Barnes, Esq., whose name is subscribed to the instrument of writing hereunto annexed, was at the time of subscribing the same and now is, register of the probate of wills and granting letters of administration in and for the city and county of Philadelphia in the said commonwealth, duly appointed and commissioned, and full faith and credit ought to be given to his official acts accordingly.

Given under my hand and the great seal of the State *of* Harrisburg, this fifth day of April, in the year of our Lord one thousand eight hundred and twenty-four, and of the commonwealth the forty-eighth.

Signed, J. ANDW. SHULZE.

By the Governor,

JAMES TREMBLE,
Deputy Sec'y.

I, Carlile Pollock, a notary pablic in and for this city of New Orleans, duly commissioned and sworn, do hereby certify the foregoing to be a true copy of the document deposited in my office by act bearing date 28th day of August, 1824.

In faith whereof I grant these presents under my signature and seal of office at New Orleans, this 3d May, 1834.

Signed, CARLILE POLLOCK,
Notary Public.

Filed May 5th, 1834.

To the Honorable J. Bermudez, judge of the court of probates of the parish of Orleans.

The petition of Antoine Cavelier, jr. and of Zenon Cavillir, both living and residing in the parish of Orleans and acting herein as testamentary executors of the late Antonio Cavellier, jr. respectfully shows, that the late Celestin Maxent bought of the late Daniel Clark, by an act passed before John Lynd, notary public, on the 6th of March, 1811, the undivided half of a tract of land, situated in the parish of East Baton Rouge, of which the other undivided half was sold by the said Clark, by an act passed on the same day before the same notary, to Pierre Baron Boisfontaine.

That the price agreed on for the said tract of land between the said Clark and the said Maxent was the sum of seven thousand dollars, payable at 1, 2, and 3 years.

That the said Maxent being unable to pay said first term the late Antoine Cavelier, sr. who was his father-in-law and wished to be-

friend him advanced the same for him, and paid it to the said Clark on the 5th of April, 1813. That the said Maxent being thereafter equally unable either to refund the said amount or to pay the remaining terms, the said Cavelier agreed with him to buy the said tract of land and to pay the instalments still due. That the judgment which had in the meantime been rendered and recorded against the said Maxent, rendered it impossible for him to give a clear title to the said Cavelier, and that therefore the said Cavelier agreed with Richard Relf, who was then acting as the testamentary executor of the late Daniel Clark and also as the attorney in fact of Mary Clark, the mother and sole heir of the said Clark, that the said Relf would institute such proceeding as would enable the said Cavelier to acquire an unincumbered title to the said land on the payment of the balance due thereon by the said Maxent. That the said Relf accordingly executed two writings under private signature, dated the —— of January and the 12th of February, 1814, a copy of which is annexed to this petition, from which it appears that the said Relf was to procure a judicial sale of the said land, that the said Cavelier was to bid it in, and pay to the said Relf the balance due on the said land by the said Maxent, and no more, whatever might be the amount of the adjudication, or that the said Relf should sue the said Maxent for the recision of the said sale and afterwards make a title thereto to the said Cavelier for the above mentioned price. That subsequently such an action for the recision of the sale having been brought by the said Relf, and the recision of the said sale having been decreed by the honorable district court of the third district, holding sessions in the parish East Baton Rouge on the 28th of May, 1814, the said Relf, in complyance with his aforesaid agreement, passed a notarial sale of the land to the said A. Cavelier, jr. by an act passed on the 1st of August, 1815, before John Lynd, not. pub. in which act the said Relf appeared and acted both as testamentary executor of the said Clark and as the attorney in fact of Mary Clark, the sole heir of the said Dl. Clark. That in the said act it was stated that the price of the said land was $7,000, of which $2,500 had been received by the late Daniel Clark, in his life time, from which expression, as well as from the above explained circumstances, it appears that the said judicial proceedings were instituted merely to relieve the said tract of land from the judgments of the creditors of the said Maxent, that the estate of the said Clark or his heirs never really reacquired the said land, and that therefore the estate of the said Clark and his heirs were bound to warrant the same in the same manner as if the same had been sold by the said Maxent to the said Cavelier with subrogation of warranty, such having been the real purport, intuition and offer of all the aforementioned agreements and proceeding.

Your petitioner shows, that if this honorable court should be of opinion, that by means of the above stated proceedings, the estate of the said Clark or his heirs, did again become proprietors of the

said land, then the said estate and heirs, are no less bound in warranty for the said land to the said A. Cavelier jr., his heirs, and assigns, by means of the express warranty stipulated in the said act of sale to A. Cavelier jr., the said Relf representing therein both the said estate and the said Mary Clark.

Your petitioners show, that thereafter the said A. Cavelier senr., made an amicable partition of the said land with the said Boisfontaine, the owner of the other undivided half thereof, by means of which the said A. Cavelier sr., became the sole proprietor of the lower, and the said Boisfontaine of the upper half of the said land.

Your petitioners further show, that the said A. Cavelier jr., departed this life on the of 1826, leaving a testament, by which he appointed your petitioners and Françoise Carriere his wife, executors, which will was duly probated before the honorable court of probates of the parish of East Baton Rouge.

Your petitioners further show, that on the 28th of July, 1827, the heirs of the late James Fletcher instituted suit in the district court of the 3d judicial district in and for the parish of East Baton Rouge, against your petitioners and the said executor of the late A. Cavelier, and against the persons who then were in possession of a portion of the said land, under the said sale made by Dl. Clark to Boisfontaine on the 6th of May, 1811; that in said suit the said heirs of James Fletcher, obtained a final judgment for the three undivided fourths of the said land, that your petitioners and the said executors having in the said suit called the heirs of the said Mary Clark, who herself, had been the sole heirs of the said Dl. Clark, in warranty another final judgment was rendered therein of the 7th July, 1834. on the questions of improvements, rents and profits, and warranty, which was afterwards confirmed on appeal to the Supreme Court, and that by the said judgment, the heirs of the said Mary Clark, were condemned to pay to your petitioners and the said executors in their aforesaid capacity, the sum of $20,550, for the rents and profits, and the value of the three undivided fourths of the said land, for which judgment had been rendered against the estate of the said A. Cavelier jr., in the said suit, and also for about $1,000, for one half of the costs of the said suit.

Your petitioners further show, that thereafter the estate of the said Ant. Cavelier sr., was evicted from the said land, and its said claim against the said heirs of the said Mary Clark, became thereby perfect, and that no part thereof has as yet been paid.

Your petitioners further show, that Françoise Carriere the widow of the said Ant. Cavelier, their said co-executrix, departed this life on the of 18 , and that your petitioners thereafter continued to appear and act alone in the premises as they were bound to do by law.

Your petitioners further show, that the said Dl. Clark made, on the 20th of May, 1811, an olographic will by which he left all his property to his mother Mary Clark, and appointed Richard Relf and Beverly Chew his executors. That in the years 1813, the said

Daniel Clark departed this life, that the said will was ordered to be executed by this honorable court soon after the death of the said Clark, that the said Mary Clark accepted the said succession purely and simply, and sent a full power of attorney, executed on the 1st of October, 1813, to the said Relf and Chew, under which they afterwards acted, that thereby their functions as executors ceased; that the said Mary Clark afterwards, viz: on the 22d of November, 1817, executed a will, that she died in June 1823, at Philadelphia in the State of Pennsylvania, where the said will was afterwards probated, that by the said will she instituted Eleanor O'Bearne, Jane Green, the wife of George Green, Sarah Campbell and Caroline Clark now Caroline Barnes, her sole heirs by equal shares, and appointed Joseph Reed and Wm. E. Hulings her executors; that the said executors took out letters testamentary, and the said heirs accepted the said succession, and that the said Relf as the agent of the said heirs and executors, continued to manage the property left by the said Daniel Clark at his decease.

Your petitioners further shew, that the said judgment rendered in the aforesaid suit of Fletcher's heirs against your petitioners, and other persons, has been recorded in the parishes of Orleans and St. Bernard, where some of the real property inherited by the said Mary from the said Daniel Clark, and since descended to the said heirs of the said Mary Clark, is situated, and that therefore, the said state of the said A. Cavelier sr., has obtained a judicial mortgage on the said property for the satisfaction of the said judgment.

Your petitioners further shew, that the said Beverly Chew and Richard Relf have only lately filed an account in this honorable court of their administration as executors of the estate of the late Dl. Clark, but your petitioners aver that the said executors were already long since, viz: already in October 1813, functi officio as such, that since then the property of the said estate was managed by them as agents of the said Mary Clark, and of the heirs of the said Mary Clark, who have respectively accepted the succession, which were opened in their favor as aforesaid; that thereby the said Mary Clark and the heirs of the said Mary Clark became personally responsible for the debts of the said Daniel and Mary Clark; that therefore a valid judicial mortgage could be obtained on any property descended to them from the said Daniel and Mary Clark, and situated in this State, by recording the aforesaid judgment, and the said property was and is liable immediately to be taken and sold in execution of the said judgment; that your petitioners while reserving the right of so doing whenever they may think proper, and protesting against any possible pretention that your petitioners ought to wait for payment until the property put by the said Relf and Chew on their account as still undisposed of, is by them sold, and the proceeds thereof, distributed between all the creditors of the said Daniel Clark or Mary Clark or her heirs, still think it necessary for the preservation of the rights of the said estate of A. Cavelier sr., to oppose the said account, and to pray that the said Chew and Relf

may be ordered to amend the same by putting the said estate of A. Cavelier sr., as a mortgage creditor thereon, for the sum of twenty thousand five hundred and fifty dollars, and as priviledged creditors for the said sum of one thousand dollars, and that they may further be ordered to pay to your petitioners as executors aforesaid, the said sums of money, if the same shall not previously have been made by the seizures and sales of the said property which your petitioners reserve the right of procuring to be made at any time.

Wherefore, your petitioners pray that judgment may be rendered according to the premises with costs.

Signed LOUIS JANIN,
Atty. for petitioners.

Memorandum of an agreement made and entered into between Richard Relf, executor of the deceased Daniel Clark, on one part, and Anthony Cavelier, junior, on the other part, witnesseth:

That whereas Mr. Celestin Maxent, of the parish of Iberville, stands indebted to the estate of the aforesaid D. Clark in the sum of four thousand five hundred dollars, being the balance due on the purchase of a tract of land in the parish of Iberville aforesaid, and the said Maxent being unable to make the payment, the said A. Cavelier being willing to take it up himself upon condition of having the time extended, it is mutually agreed between the parties that instead of the time stipulated on the act of sale for the sum remaining due, the time shall be prolonged until the first days of March, one thousand eight hundred and fifteen and sixteen, for which A. Cavilier, Esq., engages to give the notes of his commercial house, in consideration of which, Richard Relf consents that an immediate sale of the estate shall take place on the conditions, viz: One-third cash, one-third on 1st March next, and the other third on 1st March, 1815, and that he will authorize his agent at Baton Rouge to that effect.

It is further understood, that the price at which the aforementioned land may sell shall not in any manner influence the conditions of this agreement, which are to be carried into full effect.

In witness whereof we have hereunto signed our names and affixed our seals, this day of January, one thousand eight hundred and fourteen.

Signed ANT. CAVELIER, Pere.

Signed RICHARD RELF,
Ex'r of the estate of Dl. Clark.

New Orleans, 12th February, 1814.

Received of Mr. Ant. Cavelier, pére, a note of this date drawn by Mr. Cavilier fils, for the sum of two thousand two hundred and fifty dollars payable on the first day of March, 1815, being for the first

payment stipulated in the foregoing agreement, and I do hereby bind and oblige myself to make a conveyance, and in due form, of the property referred to, whenever the necessary formalities of the agreed upon has taken place, or in the event of the property being restored, in consequence of the application to rescind the sale to Maxent.

Signed RICHARD RELF.
Executor.

Filed 5th Nov. 1838.

Be it known, that this day, before me, John Lynd, notary public in and for the city of New Orleans, personally appeared Beverly Chew and Richard Relf of this city, Esqs., who delivered to me, notary, an act of procuration made to them by Mary Clark of Germantown, State of Pennsylvania, and the said appearers required that the said instrument should be deposited in this my current register, and remain of record to serve in case of need hereafter, wherefore I now attach the said instrument to the margin of this act by my notarial seal.

Thus done and passed at New Orleans, this twenty-second day of April, one thousand eight hundred and seventeen, the appearers hereunto signing their names with me notary.

Signed RICHARD RELF.
BEV. CHEW.

N. B. The signature of the notary is missing.

(Document attached to the margin of the foregoing act.)

Know all men by these presents, that I, Mary Clark of Germantown, in the county of Philadelphia and Pennsylvania, widow, mother, and sole heir, devisee, and legatee of Daniel Clark, late of the city of New Orleans, and State of Louisiana, Esq., deceased, have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and appoint, and in my place and stead put and depute Beverly Chew and Richard Relf, of the city of New Orleans, merchants, and executors of the last will and testament of said Daniel Clark, deceased, jointly and severally to be my true and lawful attorney and attornies, for me and in my name, to my use and in my behalf, to take possession of and to hold all and every part and parcel of the real and personal estate of the said deceased, to manage, direct, bargain, agree for, and make sale of, the same or any part thereof, to let, lease, rent, or occupy the real estate, and to ask, demand, sue for, and by all lawful ways and means recover and receive of and from all and every person or persons, bodies politic or corporate whatsoever, whom it shall, doth, or may concern, all such sum or sums of money, debts, and effects whatsoever, and of what kind soever as are or may be due, owing, payable, or belonging to me, as sole legatee, devisee or heir at law of the said Daniel Clark, deceased,

or under or by his last will and testament, whether by mortgage, bond, bill, book-debt, account, contract, covenant, bargains, agreement, or otherwise, by what other reasons or means soever, now excepted or reserved; and to that end, with whom it may concern, to settle and adjust all accounts, and the balance thereof to receive, and on receipt in the premises to give one or more acquittances and discharges in due form of law; also for me and in my name, and as my act and deed to make, seal, execute, and deliver, such act and acts, deed and deeds as may be needful or necessary for the conveyance or assurance of any real estate, or for the leasing or letting of the same for a term of years or otherwise, or for the adjudgment or conveyance of any estate or effects real or personal, and if need be, to appear before any tribunals, judges, and justices in any court or courts, there to do, say, pursue, implead, arrest, attach, and prosecute as occasion shall be and require; also to compound, compromise, conclude, and agree for the same, or in any way or manner respecting the premises by arbitration or otherwise as my said attornies or either of them shall think fit; and generally in the premises to do, execute, and perform all and whatsoever shall be requisite and necessary in as full and complete manner to all intents and purposes as I could do, if personally present with power of substitution for all or any of the persons herein before mentioned and for revoking the same, hereby promising to ratify and hold for good and valid all whatsoever my said attornies or either of them may lawfully do or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal, this first day of October, in the year of our Lord one thousand eight hundred and thirteen.

Signed MARY CLARK, [L. S.]

Sealed and delivered in presence of us

Signed

MARY SWEENY,
THOMAS SPARHAWK,
DAN. WM. COXE.

CITY OF PHILADELPHIA, *ss.*

On this second day of October, in the year of our Lord one thousand eight hundred and thirteen, before me, John Barker, Esquire, Mayor of the city of Philadelphia, personally came Thomas Sparkawk, who being duly sworn according to law, on his solemn oath, deposes and says, that he was present and saw Mary Clark, of Germantown, in the county of Philadelphia, seal, and as her act and deed, deliver the above and foregoing letters of attorney, and that

he, together with Mary Sweeny and Dan. Wm. Coxe, subscribed their names as witnesses thereto.

Signed THOMAS SPARKAWK.

In testimony whereof, I have hereunto set my hand and [L. S.] caused the seal of the said city of Philadelphia to be hereunto affixed, the day and year above written.

Signed JOHN BARKER,
Mayor.

Recorded in my notarial register book N, folio 145 and 146, at Philadelphia, this fourth day of October, 1813.

Signed CLEMENT BIDDLE,
Notary Public.

I, Felix Grima, notary public, in and for the city and parish of New Orleans, duly commissioned and sworn, do hereby certify the foregoing to be a true and faithful copy of the original of deposit, and of the document attached to said act, extant among the records of John Lynd, late a notary public in said city, which records are now in possession of me, the undersigned notary.

In faith whereof, I have hereunto signed my name, and affixed my seal of office at New Orleans, this thirtieth day of April, eighteen hundred and thirty-four.

Signed FELIX GRIMA,
Not. Pub.

Filed, May 5th, 1834.

Articles of agreement made and concluded between Daniel Clark, Esquire, of the one part, and Beverly Chew and Richard Relf, of the second part, witnesseth:

That, whereas, in the year 1801, the aforesaid Beverly Chew and Richard Relf, entered into partnership for the transaction of commercial concerns in this country, with Daniel Wm. Coxe, Esquire, of Philadelphia, who had previously thereto been carrying on business in this conntry, in company with, and under the name of Daniel Clark, Esq., aforesaid, to whose affairs the house of Beverly Chew and Richard Relf, deceased; and whereas, on the eleventh day of July, 1811, a supplementary agreement was entered into for the liquidation of said concern, fixing the profits that the aforesaid Beverly Chew and Richard Relf were to receive; and at the same time, a distinct agreement was made between Daniel W. Coxe and Daniel Clark, for their respective interest in the general concern, which several agreements, it has however, from the peculiar circumstances of the times and the nature of the affairs, been hitherto impossible to carry into effect. Neither can the parties at this moment, contemplate an early conclusion of them, but being mutually desirous of establishing the principles of a general settlement when it may be found practicable, have agreed as follows:

I. That in case of the sum stipulated in the agreement before referred to, dated the 11th July, 1811, fixing the profits of Beverly Chew and Richard Relf, they be from this day, concerned jointly and co-equally with Daniel Clark, in all the property, debts, &c., held either in their own name or in that of Daniel Clark's, or Daniel Wm. Coxe, in this country, arising from the late concern of D. Clark, or Chew and Relf, a schedule of which to be furnished by Daniel Clark, and hereunto annexed, saving and excepting the house occupied by Daniel Clark on the Bayou road, as well as the estate inherited from T. Wilkins, which is hereby acknowledged to be said Daniel Clark's private property, and that after the payment of the debts of the concern, including those of Daniel Clark, of which there is a schedule hereunto annexed, and a final settlement and payment of the balance that may be due Daniel W. Coxe, is to be made out payment of the general funds, then the remaining property, either of lands, debts or other effects, to be equally divided between the parties, each one-thind.

II. That in order to promote the general good, Daniel Clark engages to relinquish in favor of the concern, the sum of fourteen thousand dollars, arising from the third instalment of his contract with the Navigation Company, which Beverly Chew and Richard Relf are hereby authorized to receive, and apply to the use of the house.

III. That for the better conducting of the affairs in future, one of the parties shall, as early as practicable, remove to some city of the Atlantic States, and form an establishment of such a nature as may appear advantageous to the general concern.

IV. That neither of the parties, during the term of this agreement, shall withdraw from the concern any funds for individual purposes other than defraying their personal expenses, which are hereby limited to ———— dollars per annum, and that upon a final settlement, the amount of the respective private accounts shall be brought into view in the division of property.

In testimony whereof, we have hereunto affixed our seals, and signed our names in presence of witnesses, at New Orleans, this nineteenth day of June, one thousand eight hundred and thirteen.

DANIEL CLARK,
BEVERLY CHEW,
RICHARD RELF.

Witnesses—temoins:
F. Dutittet,
H. W. Palfrey.

It is further understood that the plantation lately purchased by Daniel Clark of S. Handerson, on account of which nothing has as yet been paid, is to remain on his private account.

Filed 19 May, 1836.

I, William F. C. Duplessis, register of wills in and for the parish and city of New Orleans, State of Louisiana, ex-officio clerk of the court of probates in and for the parish and city of New Orleans, do hereby certify that the foregoing fifty-five pages contain a true copy of the several oppositions to the tableau filed by Richard Relf and Beverly Chew, testamentary executors of Daniel Clark, deceased, and also a copy of documents filed in said matter, on faith whereof I have hereunto set my hand and affixed the seal of said court of probates, at the city of New Orleans, this thirtieth day of July, in the year of our Lord one thousand eight hundred and forty, and the sixty-fifth of the Independence of the United States of America. In page fourth, three words erased and three words interlined. On page eleventh, two lines and a half written in margin, as making part of this transcript. On page twelfth, one word erased. On page fifteenth, twenty-nine words interlined, and six figures interlined. On page eighteenth, one word interlined. On page twenty-third, two words interlined. On page twenty-fifth, eight words interlined. On page twenty-eighth, one word erased. On page thirtieth one word erased, and one word interlined. In page thirty-first, four words erased. In page thirty-second, one word erased. In page thirty-fourth, one word erased. In page thirty-fifth, one word interlined. In page fortieth, two words interlined. In page forty-seventh, eleven words interlined, and two words erased. In page fiftieth, four words erased. In page fifty-fourth, eleven words interlined. All approved.

Signed W. F. C. DUPLESSIS,
Register of Wills.

I, Joachim Bermudez, sole judge of the court of probates in and for the city and parish of New Orleans, State of Louisiana, do hereby certify that Wm. F. C. Duplessis, who signed the foregoing certificate, was, at the time thereof, and still is, register of wills in and for the parish and city of New Orleans, ex-officio clerk of the court of probates in and for the parish and city of New Orleans, as set forth in his certificate, which is in due form of law.

Given under my hand, at the city of New Orleans, this thirtieth day of July, A. D. 1840.

Signed J. BERMUDEZ.

IN THE COURT OF PROBATES,
In and for the Parish and City of New Orleans.

I, William F. C. Duplessis, register of wills in and for the parish and city of New Orleans, State of Louisiana, ex-officio clerk of the court of probates in and for the parish and city of New Orleans, do hereby certify that the documents hereto annexed, marked A. B. C. and D., and paraphed "*ne varietur*," signed W. F. C. Duplessis, register of wills, contain a true copy of the mortuary proceedings, and all other proceedings had in the matter of the succession of Daniel Clark, deceased, in the court of probates aforesaid.

In faith whereof, I have hereunto set my hand and affixed the seal of the court of probates aforesaid, at the city of New Orleans, this thirteenth day of August, in the year of our Lord one thousand eight hundred and forty, and the sixty-fifth of the Independence of the United States of America.

Signed W. F. C. DUPLESSIS, *Register of Wills.* [L. S.]

I, Joachim Bermudez, sole judge of the court of probates in and for the parish and city of New Orleans, State of Louisiana, do hereby certify that William F. C. Duplessis, who signed the foregoing certificate, was, at the time thereof, and still is, register of wills in and for the parish and city of New Orleans, ex-officio clerk of the court of probates in and for the parish and city of New Orleans, as set forth in his certificate, which is in due form.

Given under my hand, at the city of New Orleans, aforesaid, this 13th day of August, A. D. 1840.

Signed J. BERMUDEZ, *Judge.*

And on the 25th day of April, A. D. 1840, the following decree was entered of record in the words and figures following, to wit:

EDMUND P. GAINES and wife *vs.* CHEW & RELF et als. } No. 122.

This cause having come for final hearing, by consent of the complainants and the defendant Patterson, upon the bill, answer, replication, exhibits, depositions, and documents on file herein, and on the admission of the parties that the estate in controversy in this case exceeds in value the sum of two thousand dollars, and the said complainants and the defendant Patterson, expressly waiving and dispensing with the necessity of any other parties to the hearing or decision of this cause than themselves, and agreeing that the cause shall be determined alone upon its merits, and the court being now sufficiently advised of and concerning the premises, does finally decree and order that the defendant Patterson do, on or before the first day of the next term of this court, convey and surrender possession to the complainant, Myra Clarke Gaines, all those lots or parcels of land lying and being in the city of New Orleans, and particularly described in this answer and exhibits, and to which he claims title under the said will of (1811) eighteen hundred and eleven; said conveyance shall contain stipulations of warranty against himself only and those claiming under him. It is further decreed and ordered that the defendant pay the complainants so much of their costs expended herein as has been incurred by reason of his being made a defendant in this cause.

From which decree the defendant prayed an appeal to the Supreme Court of the United States, which is granted.

And by consent of the complainants, bond and security is dispensed with. By consent the copy of records of the probate court, with a full and complete transcript of the proceedings had in relation to the estate of the late Daniel Clark on file in said court, (hereafter to be filed) to constitute a part of the record herein.

Decree rendered April 25th, 1840.

Decree signed April 25th, 1840.

Signed, J. McKINLEY,
Presiding Judge.

And afterwards, on same day the following entry was made of record, to wit:

GAINES and WIFE
vs. } No. 122.
CHEW, RELF, et als.

On motion of Isaac T. Preston, Esq., formerly of counsel for Charles Patterson, one of the defendants in this case, and upon his stating to the court that John McHenry, Esq., had been employed by said defendant to defend his case, ordered that said Preston's name be erased from the docket as counsel for said defendant, and that John McHenry, Esq. be substituted thereto.

CLERK'S OFFICE, CIRCUIT COURT OF THE UNITED STATES,
Ninth Judicial Circuit, Eastern District of Louisiana.

I, Duncan N. Hennen, Clerk of the circuit court of the United States for the ninth judicial circuit eastern district of Louisiana, do hereby certify that the foregoing six hundred and ninety-five pages of writing, including the ten first printed pages, contain a full and complete transcript of the record of the pleas, proceeding, pleadings, evidence, and all other matters of record in this office in a certain suit pending in said court between Edmund P. Gaines and Myra Clark Gaines, complainants, and Richard Relf, Beverly Chew, and others defendants, No. 122 of the docket of said court, as fully as the same remains on file in this office.

In witness whereof, I have hereunto set my hand and affixed the seal of the said court at the city of New Orleans, this twenty-ninth day of September, in the year of our Lord one thousand eight hundred and forty, and the sixty-fifth of the Independence of the United States of America.

The word 1836 interlined in page 11, page (59) one word interlined, page (66) one word interlined, page (67) ten words interlined, page (75) three words erased, page (89) one word erased, page (95) one word erased, page (111) one word interlined, page (121) one word erased, page (130) two words erased, page (132) one word interlined, page (142) two words interlined and one word

erased, page (143) one word interlined, page (144) one word interlined, page (145) one word erased, page (146) two words interlined, page (153) one word interlined, page (154) ten words interlined and twenty words in the margin, page (160) two words interlined, page (163) one word erased and three words interlined, page (165) three words interlined, page (171) four words interlined, page (172) one word erased, page (175) one word interlined and one erased, page 178 one word interlined, page 182 one word interlined, 184 two words erased, 185 one word interlined, 186 one word interlined, 187 three words erased, page 188 three words interlined, 189 one word interlined and two words erased, 191 two words erased and two words interlined, 193 two words interlined and one erased, 194 three words interlined, 196 two words interlined, 197 one word interlined, 204 twenty-one words interlined, page 206 three words interlined, page 210 one word interlined, 211 seven words interlined, 212 three words erased, 216 seven words interlined, page 219 two words interlined, 221 four words interlined, 224 one word interlined, page 225 one word erased, page 226 two words interlined, 230 seven words interlined, 238 two words erased, 243 two words erased, page 245 two words erased, 248 one word interlined and one erased, page 251 one word erased, 252 two words erased, 253 one word erased and two interlined, 258 one word erased, 261 one word erased, 262 two words interlined, page 264 two words erased, 267 one word interlined and three erased, page 268 one word erased, 272 one word erased, page 273 three words erased and one interlined, page 279 two words erased and one interlined, page 285 one word interlined, page 287 one word erased and one interlined, page 292 three words erased, page 294 one word interlined, page 298 twenty-three words interlined, 300 nine words interlined, page 304 one word interlined, 317 two words erased, page 318 the two last lines erased, page 319 two words erased, 324 two words erased, page 331 one word interlined and twenty-four written in the margin, page 332 twenty words erased, page 334 one word interlined, page 335 two words erased, 339 three words erased, 341 two words interlined, 347 seven words interlined, 348 four words erased, 350 two words interlined, 356 two words interlined, 377 fourteen words interlined, 381 four words interlined, 282 two words interlined, 385 ten words interlined, 287 two words interlined, 288 ten words interlined, 292 one word interlined, 419 eight words interlined, 424 fifteen words interlined, 434 three words erased, 443 two words interlined, 448 two words erased, 449 three words erased, 456 eight words interlined, 457 one word erased and eleven interlined, 458 ten words interlined, 469 two words erased and two interlined, 476 two words interlined, 480 seven words interlined, 484 three words erased, 488 three words interlined, 492 one word interlined, 494 two words interlined, 497 forty words written in the margin, 502 eleven words interlined, 533 one word interlined, 544 one word interlined, 549 eleven words interlined, 554 one word erased, 555 two words interlined, 558 one

word interlined, 571 two words interlined, 578 three words interlined, 622 one word interlined, 626 two words interlined, 660 twenty-three words written in the margin, 661 fifteen words interlined, 663 one word interlined, 665 two words erased, 679 one word interlined, 683 one word interlined, 694 four words interlined. The words herein mentioned as erased, null—and those interlined or written in the margin, are approved before signing, and the entry in the margin of page 695, also approved before signing.

DUNCAN N. HENNEN,
Clerk.

I, Philip K. Lawrence, Judge of the District Court of the United States for the eastern district of Louisiana, and one of the judges of the circuit court of the United States for the ninth judicial circuit and eastern district of Louisiana, do hereby certify that Duncan N. Hennen, who subscribed the foregoing certificate, is now, and was, at the time of so doing, the clerk of said circuit court of the United States, ninth judicial circuit and eastern district of Louisiana, and that faith and credit are and ought to be given to his attestations as such, and that the above certificate is in due form of law.

[L. S.] Given under my hand and seal at New Orleans, this 24th day of October, 1840.

P. K. LAWRENCE,
U. S. Judge.

SUPREME COURT OF THE UNITED STATES.

No. 82.

HENRY MATHEWSON, RESPONDENT AND APPELLANT,

vs.

JOHN H. CLARKE, ADM'R OF WILLARD W. WETMORE.

ON APPEAL FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF RHODE ISLAND.

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At a circuit court of the United States of the first circuit, holden at Providence, within and for the Rhode Island district, on the fifteenth day of November, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States the sixty-seventh. Present, the Hon. Joseph Story, associate justice Sup. Court U. S.; the Hon. John Pitman, district judge U. S. for R. I. district; Richard W. Greene, esq., U. S. dist. att'y for R. I. district; Sylvester Hartshorn, U. S. marshal; John T. Pitman, clerk.

In the records of the proceedings of the said court, among others, are the following, to wit:

Parties to the Original Bill.

WILLARD W. WETMORE, complainant,
vs.
HENRY MATHEWSON, CYRUS BUTLER, EDWARD CARRINGTON, and SAMUEL WETMORE, respondents. } In Equity.

And to the Bill of Revivor:

JOHN H. CLARKE, administrator, complainant
vs.
HENRY MATHEWSON, CYRUS BUTLER, EDWARD CARRINGTON, and SAMUEL WETMORE, respondents. } In Equity.

Be it remembered, that heretofore, to wit, on the twenty-second of February, one thousand eight hundred and thirty, the said complainant, Willard W. Wetmore, filed in court the following bill of complaint, to wit:

Bill in Equity.

IN EQUITY.—To the honorable circuit court of the United States, to be holden at Newport, within and for the Rhode Island district, on the fifteenth day of June, in the year of our Lord one thousand eight hundred and thirty:

Willard W. Wetmore, of the city of New Haven, in the Connecticut district, merchant, a citizen of the State of Connecticut, humbly complaining, sheweth to this honorable court, that, at Providence, in the Rhode Island district, on the twelfth day of October, A. D. 1820, Cyrus Butler, merchant, and Edward Carrington and Samuel Wetmore, merchants, transacting businesss in company, under the name and style of Edward Carrington and Company, of the one part, and Henry Mathewson, master mariner, of the other part, all of Providence, in the Rhode Island district, citizens of the State of Rhode Island and Providence Plantations, made, executed, and interchangeably delivered a certain agreement and

stipulations in writing, a true copy whereof is hereunto annexed, marked A, and which your orator prays may be taken as a part of this bill of complaint, bearing date the said twelfth day of October, in the year last aforesaid.

And your orator would further show, that, on or about the thirteenth day of November, A. D. 1820, the said Butler and Edward Carrington and Company, in pursuance with the provisions of said agreement, provided, for the expedition in said agreement mentioned, the ship Mercury; and afterwards, on or about the twenty-second day of December, A. D. 1820, at the Texel, in Europe, the said Mathewson received the said ship and her cargo, as captain and supercargo thereof, and took command of the said ship, and therewith received the particular instructions of the said Butler and Edward Carrington and Company in writing, bearing date the thirteenth and fourteenth days of November, A. D. 1820, relative to, and for the performance and fulfilments of, the said agreements, on the part of the said Mathewson, a copy whereof is hereunto annexed, marked B, and which your orator prays may be taken as a part of this bill of complaint; and sailed from the port of Bremen with said ship and the cargo taken on board, on or about the thirteenth day of March, A. D. 1821, on the voyage in said agreement mentioned, according to the said instructions given him by said Butler and Edward Carrington and Company, and proceeded therewith to the port of Valparaiso, in Chili, and to the other ports and places in Chili and Peru, in South America, and other countries, and sold and disposed of the cargo on board said ship, and received in payment therefor, in specie or merchandise and the products of those countries, which the said Henry Mathewson either took on board said ship Mercury, or resold the same for specie, and proceeded therewith to the port of Gibraltar, in Europe, where he arrived with said ship and cargo and specie, on or about the ninth day of November, A. D. 1822, and sold and disposed of the cargo of said ship, and completed the voyage that he had stipulated to perform in said ship.

And your orator would further show, that, at said Gibraltar, on or about the twenty-third day of November, A. D. 1822, the said Henry Mathewson commenced a new voyage or adventure in said ship, and, according to the terms of said agreements, became and was an owner and copartner in said ship, and cargo and specie, put on board for said new voyage or adventure, of one-tenth part thereof, on and pursuant to the terms and stipulations in said agreement mentioned.

And your orator would further show, that the said Butler and Edward Carrington and Company did, then and there, furnish the said ship with specie and a cargo for the new adventure, according to the terms of said agreements, of the value of one hundred and fifty thousand dollars, and the said Mathewson sailed from said port of Gibraltar, on said new voyage or adventure in said ship, as

master and supercargo, with said specie and cargo on board, on or about the twenty-eighth day of December, A. D. 1822, and proceeded to the ports of Rio Janeiro, Valparaiso, Coquimbo, Arica, Truxillo, Payta, Lima, Canton, California, Mazatlan, San Blas, Guayaquil, and to divers other ports, places, and countries, backwards and forwards, for *trade*, *freight*, and the employment of said ship, as the said Henry thought proper; until, on or about the tenth day of June, A. D. 1825, when, at the port of Guayaquil, in South America, the said ship Mercury was condemned as unseaworthy, and ordered to be sold for the benefit of whom it might concern; and, thereupon, in said month of June, the said ship was sold, together with her tackle, apparel, armament, furniture, and stores.

And your orator would further show, that afterwards, on or about the first day of June, 1821, he entered into copartnership with the said Edward Carrington and Company, and thereupon became and was interested in the said ship Mercury and cargo, and in all the concerns of said adventure, according to the terms of said agreement, at and from Gibraltar as aforesaid, in the proportion of one-fourth of nine-twentieth parts thereof, and then and there became and was a partner therein, with the said Mathewson and the other defendants, and so continued to be until the said adventure ended, and until the dissolution of said copartnership; (*amendment*—and then and there became the assignee and purchaser of one-fourth of nine-twentieth parts of said ship Mercury and her cargo, and of one-fourth of nine-twentieth parts of all the rights *of all the rights* of said Edward Carrington & Co. in and to said contract with the said Mathewson, and, as such, entitled to a discovery and relief against the said Mathewson.

And your orator would further show, that afterwards, on or about the first day of December, A. D. 1825, at the port of Chorillos, or some other place in South America, the said Henry Mathewson chartered, on account and for the concern of said ship Mercury, three-fourth parts of the ship Superior, Captain Andrews, for a term of time to your orator unknown, and shipped on board of her a part, or the whole, of the proceeds of the sales of the ship Mercury and cargo, her tackle, apparel, armament, furniture and stores, for and on account of the owners of said ship Mercury, copartners as aforesaid, and on the terms and conditions of their aforesaid agreement, and proceeded therewith to the ports of Payta, Manilla, Lintin, Whampoa, Canton, Valparaiso, Lima, backwards and forwards, and to other ports, countries, and places, for trade, freight, and other employment, until on or about the eighth day of November, A. D. 1826, at the port of Lima, when said charter party expired, and the voyages were wholly ended, and the copartnership aforesaid terminated and was dissolved.

And your orator would further show, that the said Henry Mathewson, combining and confederating together with the said Butler, Edward Carrington, and Samuel Wetmore, and to and with divers

other persons at present unknown to your orator, whose names, when discovered, your orator prays may be herein inserted, and they made parties defendants hereto, with proper and apt words to charge them, and contriving to injure and oppress your orator—sometimes pretending that the said Henry Mathewson has rendered a true and perfect account of said voyages and adventures, and of the proceeds and profits thereof, and of all the cargoes, freights, and passengers taken on board said ship Mercury and ship Superior, and all other ships and vessels, on account of the owners, freighters, and employers thereof, and produced all letters, papers, books, and writings in his possession relating thereto; and at other times refusing to give a just and true account of certain profits which were earned by said ship Mercury, and made on her cargoes, and by said ship Superior, and on the property shipped on board of them; and refusing to produce certain letters, books, writings, and accounts relating to the same, and of the copartnership property under his management and disposition, alleging the same to be on his own private account; whereas your orator charges the contrary thereof to be the truth, and that the said Henry Mathewson has not produced and shown to the plaintiff all the letters, papers, and other correspondence, nor all the writings, invoices, books, and accounts relating to the aforesaid matters and transactions; and in particular, your orator charges that the said Henry Mathewson carried goods, wares, merchandise, and specie, and passengers with their servants and baggage, and property, on board of said ships Mercury and Superior, and received therefor large sums of money, goods, wares, and merchandise, and the original books, papers, receipts, letters, instructions, invoices, and accounts relating to said matters and transactions, but hath kept back, secreted, or withheld the same, although they were material to show your orator's right and just share in the earnings of said ships, and the profits made on the cargoes thereof, or on the merchandise or cargoes carried in said ship, or part profits, or otherwise. And your orator expressly charges, that the said Henry hath never given and rendered any just, true, perfect, and particular account of the goods, wares, and merchandise, or other property, which he took on board said ship Mercury at Bremen, or at any other port or place in Europe [or] elsewhere, in the years 1820 and 1821, and the true cost thereof; nor for what sum or sums of money, or other goods, wares, and merchandise, or other property, the same were sold or exchanged in South America, or at any port or ports, place or places, in South America, or on the west coast of America; nor hath the said Henry ever rendered any just, true, perfect, and particular account of the goods, wares, merchandise, and specie, or other property, which the said Henry carried in said ship to Gibraltar in the year 1822, nor of the freight and passengers carried in said ship to Gibraltar at the same time, and what sum or sums of money the same produced at said Gibraltar; and the said Henry hath never rendered

and exhibited a just, true, perfect, and particular account of the cargo and of the ship stores, and the value thereof, and of the specie taken on board said ship Mercury at Gibraltar, after the said Henry became a copartner and interested in said ship and cargo, according to the terms of said agreement.

And your orator further charges and alleges, that during the period the said Henry Mathewson commanded the said ship Mercury, as master and supercargo, and during the time he chartered the ship Superior, and at other times, he received divers large sums of money in specie, and divers goods, wares, and merchandise, and divers bills of exchange and other property, belonging to the owners of the ship Mercury and cargo, copartners as aforesaid, of which the said Henry hath never given any just, true, and perfect account—all of which was of the value of one hundred and fifty thousand dollars, and all which the said Henry remitted in specie, bills of exchange, goods, wares, and merchandise, or in some other property, to some port or place in Europe or the United States, or otherwise brought the same with him to the United States, and applied the same to his own use.

And your orator further charges and alleges, that during the period before named, and during said copartnership, the said Henry received on board of said ships Mercury and Superior, at the different ports in which they entered, or some of them, divers passengers, their servants, baggage, and large sums of specie, together with their goods, wares, and merchandise, and carried them with their property from port to port, and place to place, for which he received large sums of money or other property, and of which he has never rendered any account to his co-defendants or your orator.

And your orator further charges and alleges, that during said period before named, the said Henry received on board said ships Mercury and Superior, large sums in specie, and goods, wares, and merchandise, or other property, which did not belong to the owners of the ship Mercury, and carried the same from port to port, and place to place, and traded and trafficked with the same, and received therefor large sums of money, or goods, wares, and merchandise, for freight and commissions on the same, or for his share of the profits thereof, or for and on some other terms, conditions, agreements, or stipulations, and of which he has never rendered or exhibited any account to your orator or to his co-defendants, but refuses so to do.

And your orator further charges and alleges, that the said Henry Mathewson, during the period aforesaid, took and applied to his own use the funds and property of the owners of the ship Mercury, and the proceeds of the sale of said ship, her tackle, apparel, armament, furniture, and stores, and traded and speculated thereon in his own name, and to his own use and gain, and made large sums of money thereon, without rendering any account to your orator or his co-defendants of the same; and that the said Henry

Mathewson, during the same period, and during the continuance of said copartnership, and while acting in the employ of your orator and the other defendants as aforesaid, pursuant to said agreement, traded and trafficked in various ports and places, and to large amounts, and thereby made large profits and received large sums of money—all which profits and money ought and do of rights inure to the benefit of said copartnership, and of all which the said Henry Mathewson refuses to exhibit and render his just and true account to your orator or his other copartners.

And your orator further alleges and charges, that the said Henry hath always hitherto refused to come to a just, true, and perfect account with your orator in the premises, and produce all the letters, copies of letters, original papers, writings, accounts, invoices, and books relating to the aforesaid matters and transactions, and the charter party of said ship Superior, and generally of all the proceeds of all the cargoes and funds of said ship Mercury, and of the other copartnership property and funds under his management and disposition; all which actings, doings, and pretences are contrary to equity and good conscience, and tend to the manifest injury of your orator in the premises. In tender consideration whereof, and for as much as your orator is remediless in the premises at and by the direct and strict rules of the common law, and cannot have adequate relief, save in a court of equity, where matters of this and the like nature are properly cognizable and relieveable. To the end, therefore, that the said Henry Mathewson, and the said Butler, Carrington, Samuel Wetmore, and the rest of their confederates, when discovered, may, upon their several and respective corporal oaths, full, true, and direct, and perfect answers make to all and singular the matters herein before stated and charged, as fully and particularly as if the same were herein after repeated, and they thereto distinctly interrogated; and that, not only as to the best of their respective knowledge and remembrance, but also as to the best of their several and respective information, hearsay, and belief; and more especially that the said Henry Mathewson may answer and set forth, and render and produce all original books, accounts, papers, writings, and letters of all goods, wares, merchandise, specie, and other property, or which relate thereto, taken on board said ship Mercury, on account of the owners thereof, or any other person or persons, and the names of such person or persons, during the time he commanded said ship, at the ports of Gibraltar, Rio Janeiro, Valparaiso, Coquimbo, Arica, Truxillo, Payta, Canton, California, Mazatlan, San Blas, Lima, Guayaquil, and at all other ports, countries, and places, with the invoices of the true cost of the same; and also produce a true and perfect account of the sales and delivery from said ship Mercury of all goods, wares, and merchandise, and specie, or other property, with their prices, and net proceeds, and amount; and a just and true account of the way and manner said specie, and the proceeds

of such goods, wares, and merchandise, and other property, were disposed of, and what has become of the same; and also, that he render and exhibit an account of all the goods, wares, merchandise, and specie, and other property, taken and received on board said ship Mercury, on account of any other person or persons, other than the owners of said ship, at the port of Gibraltar, or at any other port or place in Europe, South America, China, west coast of America, or at any other port or ports, or places, whether on freight, or in any other manner, or as an adventure or freight, or part profits, or on any other conditions, and on what conditions; and the name or names of the person or persons interested in such goods, wares, merchandise, and specie, or other property, and their several proportions, and where they then resided and belonged, and where they now reside and belong; and also render and exhibit an account of passengers carried in said ship from Gibraltar to any other port or ports, or places, and to what ports or places, and those taken on board at any other port or ports, *and those taken on board at any other port or ports*, and carried to any other ports or places; and the name or names of all such passengers, their then place or places of residence, and their present [place] or places of residence, and domicil, and the amount of money or other property received for the passage of each of such passengers, their servants and baggage, and the whole amount thereof.

And also, that the said Henry Mathewson may render and exhibit an account of all other property or money received on board of said ship for account of any person or persons, and to whom said money or other property has been delivered, with the receipt for the same, together with the amount of money or other property received by the said Henry Mathewson for freight, deposite, or safekeeping of said money or other property on board of said ship; and also, that he may produce and render a true and perfect account of all moneys and adventures of goods, wares, and merchandise taken on board said ship during the aforesaid voyage or voyages, owned or belonging to any of the officers or crew of said ship, and to what one or ones, and how the same were disposed of by him, or by other persons, for their account, and what sum or sums of money were by them remitted to the United States or Europe, either in specie, bills of exchange, or otherwise.

Also, that the said Henry Mathewson produce and render a just, true, and perfect account of all purchases and sales of goods, wares, and merchandise, or other property, other than the proper cargoes of said ships, or either of them, made by him during his said voyages in said ships Mercury or Superior, at the ports aforesaid, or at any other port or ports, or place or places, during that period; the amount of the same, with the value thereof, and the purchaser or purchasers thereof, together with the names of the person or persons interested or concerned in the same, and their several proportions, and the amount of sales, and the proceeds and profits of

the same, and in what manner said proceeds and profits were disposed of. Also, that he state and exhibit a just, true, and perfect account of all moneys, bills of exchange, and other property remitted by him during the period he was absent from the United States, in the said ships Mercury and Superior, to the United States, Europe, or elsewhere, or brought by himself to the United States, and for whose account and benefit the same were remitted and brought to the United States. And also, that he state and exhibit a just, true, particular, and perfect account of an adventure on board said ship in the name of Cyrus Butler, Manchester, and from what said adventure was obtained, of what it consisted, the original amount of the same in value and quantity, and the amount of the sales thereof, and the net proceeds of all the sales thereof, and to whom the same were paid, or remitted. Also, to state and exhibit a true and perfect account of all moneys by the said Henry Mathewson paid to, or remitted by, the said Cyrus B. Manchester to the United States, for whose account said payment or remittance was made. And also, to render and exhibit a just, true, and perfect account of the sales of said ship Mercury at the port of Guayaquil, or elsewhere, together with her tackle, apparel, furniture, armament, and stores, and of the proceeds thereof. And also, that he render a full, true, and perfect account of all moneys, goods, wares, and merchandise, or other property shipped or deposited on board of any ship or vessel of war, for safe-keeping or otherwise, the name of such ship or vessel, and that of the commander, and the amount, and to whom the same belonged.

And also, that the said Henry Mathewson may further answer and set forth, and produce, and exhibit the original charter party of the ship Superior, Captain Andrews commander, together with all original books, invoices, papers, letters, accounts, and writings which in any manner relate to any goods, wares, merchandise, specie, and other property shipped on board the said ship Superior at the port of Lima, or any other port or place, and the name of such port or place, for or on account of the owners of the said ship Mercury, or any other person or persons whatever, and the cost of the same. And also, that he set forth, exhibit, and render a just, true, and perfect account of all other property, and specie of every description, at the said Port of Lima, or any other port or ports, place or places, by him shipped on board said ship Superior, to whom the same belonged, and in what proportion, and a particular description of all said property, and an account of the sale thereof; and also a just, true, perfect, and particular account of all goods, wares, merchandise, and specie, or other property shipped by him, the said Henry, or by his order, on board said ship Superior, or by him delivered, or by his order, from said ship at the ports of Lima, Payta, Manilla, Lintin, Whampoa, Canton, Valparaiso, or at any other port or ports, place or places, the particular cost of the same, to whom the same belonged, and the separate and joint interests

of any and all persons therein, and the particular conditions on which, said goods, wares, merchandise, and specie, or other goods, were shipped and carried in said ship; together with the conditions and the particular distribution of all the proceeds of such goods, wares, merchandise, and specie, or other property—the particular amount thereof, what were the conditions, and to whom was such distributions made. Also, that he render and exhibit a just, true, perfect, and particular account of all goods, wares, merchandise, and specie, or other property, ever on board said ship, which belonged or was in the name of Cyrus B. Manchester, or any other person for his use—from whence it originated, of what it consisted, and what amounts in money, bills of exchange, or other property, was paid him. And also, that he render and exhibit a just, true, perfect, and particular account of all property, whether merchandise or specie, shipped by him, the said Henry Mathewson, on board the ship Portia, or any other vessel, at any port or ports, place or places, in Chili or Peru, or elsewhere—to whom the same belonged, from whence the same originated or proceeded, and how the same was disposed of on its arrival in the United States, or in any other port or place. And also, to render and exhibit a just, true, and perfect account of all moneys shipped or remitted by him, the said Henry, to Europe, the United States, or elsewhere, during said voyages, and his absence from the United States, or deposited in any place for his use, or under his control, and to whom the same belonged; and also, of all moneys, bills of exchange, or other property, remitted or shipped to Europe or the United States by him, or by his order, or brought by him to the United States, on whom the said bills were drawn, who were the drawers, endorsers, and payers of said bills, and what were the particular and separate amount of each of such bills of exchange, sums of money, or other property.

And that the said Henry Mathewson and other defendants may answer the premises, and come to a full, fair, and perfect account with your orator; and that whatever sums of money may be found due to your orator from the said defendants, or either of them, on such account, may be ordered to be paid to your orator, or grant him such other and further relief in the premises, as to this honorable court may seem just and proper, agreeable to the rules and principles of equity.

Wherefore, may [it] please this honorable court to grant unto your orator a writ of *subpœna*, to be directed to the said Henry Mathewson, Cyrus Butler, Edward Carrington, and Samuel Wetmore, thereby commanding them, at a certain day, and under a certain pain therein to be inserted, personally to be and appear before this honorable court, or at the office of the clerk thereof, on some rule day of said court, then and there to answer the premises,

and to stand to and abide such order and decree therein, as to your honors shall seem agreeable to equity and good conscience.

And your petitioner shall ever pray.

WILLARD W. WETMORE,
By his solicitor NATH'L SEARLE.
NATH'L SEARLE,
Counsel for the Orator.

Schedule A, referred to in the preceding bill.

This agreement witnesseth: That whereas Messrs. Lynch, Hill & Co., of the republic of Chili, have contracted and agreed with his excellency General San Martin, commander-in-chief of said republic, to furnish to him, or said Government, a quantity of military stores, which contract has been assigned to Cyrus Butler and Edward Carrington & Co., who have undertaken to furnish the same. Wherefore the said Cyrus Butler, and Edward Carrington & Co. on the one part, and Captain Henry Mathewson on the other part, all of Providence, in the State of Rhode Island, on the 12th day of October, A. D. 1820, make and enter into the following agreement and stipulations, viz:

1st. The said Henry Mathewson agrees to take the command of the ship or vessel the said Butler and Carrington & Co. shall provide for said expedition, and at all times to act as captain and supercargo thereof.

2d. The said Mathewson is to proceed to Europe, attend to the purchase of said military stores, proceed therewith in said ship to Chili and Peru, deliver the same, receive the payment therefor, and do all and every thing that may be necessary and advisable for the faithful accomplishment of said contract, both as regards the delivery of the military stores and the receiving the payment therefor, whether the said payments shall be in cash or in produce of the republics; and with the said payments, proceed to such ports in China, Europe, or the United States, as may be considered most advantageous, and according to the instructions and recommendations of said Butler and Carrington & Co. Providing further, that should any circumstance have occurred, or should occur, to prevent the contract being complied with on the part of the Chilian or Peruvian Government, or by Gen. San Martin or his successor, then the said Mathewson is to use his best abilities and exertions to dispose of said military stores in the most advantageous manner, and to [the] best profit; and the proceeds of such sale embark on board said ship, and proceed therewith to such ports in China, Europe, or the United States, as may be considered most advantageous, and according to the recommendations and instructions of said Carrington & Co. and C. Butler.

3d. The said Butler and Carrington & Co., on their part, promise to allow and pay the said Mathewson fifty dollars per month, as wages as navigator and master of the ship, and also the sum of seven

hundred dollars as commission for attending and procuring the purchase of said military stores in Europe, for delivering and making the sale of the same in Chili or Peru, receiving the payment either in cash or produce of the republics, and delivering the same in China, Europe, or the United States—he conforming always to the instructions and recommendations of said Butler and Carrington & Co. The said Mathewson is to have allowed him all travelling expenses and charges that attach to business.

It is further mutually agreed between the aforesaid parties, that after delivering or depositing the proceeds of the aforesaid military stores, and completing and finishing the aforesaid agreement, according to the tenor thereof, a new voyage and adventure is to be begun in the following manner:

1st. The said Henry Mathewson is *then* to be admitted an owner in said ship of one-tenth part, at the rate of her first cost in the United States, including repairs on hull, sails, and rigging, that may be put on her after her purchase, either in [the] United States, Europe, or elsewhere; and also owner of one-tenth part of her cargo, on such new voyage and adventure.

2d. Said Butler and Carrington & Co. agree to sell said Mathewson, and he agrees to purchase, one-tenth of the ship, on the terms heretofore described in article first.

3d. Said Cyrus Butler and E. Carrington & Co. agree to furnish the sum of fifty thousand dollars, (as a cargo for said ship,) at the port where the said ship shall deliver and deposite the proceeds of said military stores.

4th. The said Mathewson is to allow said Butler and E. Carrington & Co. interest, at the rate of six per cent. per annum, for his one-tenth of ship and cargo, from the time the proceeds of the military stores (heretofore mentioned) are delivered or deposited in manner as heretofore stipulated.

5th. The said Mathewson is, in this new voyage, to have liberty to proceed to such ports, countries, and places, backward and forward, for trade, freight, or other employment of the ship and cargo, as he may think most for the interest and advantage of the concern in said ship and cargo.

6th. In this new voyage, as before described, it is mutually agreed, the said Mathewson shall have fifty dollars per month as wages as commander and navigator of said ship, to commence with the new voyage, and as supercargo a commission of five per cent. on the net amount [of] all property safely *returned* to the United States, Canton, or Europe, proceeding from the original stock of fifty thousand dollars, together with one-tenth of all the profits and earnings made in the voyage or voyages, freights or otherwise.

7th. It is agreed that the wages and commissions specified and agreed for in the sixth article, are to be in full of all services and privileges to Captain Mathewson, as master and supercargo during the voyage or voyages heretofore specified or otherwise.

It is understood the said Mathewson is to have no privilege in the first voyage heretofore specified, and that the wages and commissions of seven hundred dollars allowed on that voyage, are to be paid in the United States at the end of voyage.

(Signed,) CYRUS BUTLER,
EDW'D CARRINGTON & Co.
HENRY MATHEWSON.

Schedule B, referred to in the preceding bill.

PROVIDENCE, *November* 13, 1820.

Capt. HENRY MATHEWSON:

SIR: We herewith hand you the letter of Messrs. Lynch, Hill & Co., of Valparaiso, to Edward Carrington & Co., under date of June 15, 1820, accompanied with a contract made by their Mr. Lynch with General San Martin, commander-in-chief of the Chilian and Peruvian armies, and in behalf of said Government. You will observe, on perusal of the letter and contract, that the muskets, carbines, and sabres, expressed in the first article in the contract, are to be furnished by Lynch, Hill & Co. themselves, and that the same articles mentioned in the second article are the ones intended to be supplied by ourselves, and are the same as we directed to be purchased by yourself in Europe, viz:

20,000 muskets, of good proof.
7,000 carbines.
7,000 cavalry sabres.

The prices, you will observe, are stipulated at eight and a half dollars for the muskets, six dollars for the carbines and cavalry sabres, to be imported into Peru free of duties, and the proceeds, or payment for the same, is also allowed to be exported free of duties. The delivery of the said arms to be at any one port in Peru in possession of the patriots under General San Martin, or where, on your arrival at any one of said ports, General San Martin may determine on the coast of Peru. You will observe the contract provides that any articles, the produce of Peru, may be received in payment (at the current market price) for the arms; always by the agreement and consent of both contracting parties, and that the same may be exported free of duties. You will also observe, that the *duties* on the import of any *other* articles of merchandise by said Lynch, into the port of Peru, are to be admitted towards the payment of the said arms. You will also observe it is understood, that if the payment is made in specie for said arms, it is permitted to be exported free of duties.

Having explained the contract, our recommendations are, that you endeavor to have the arms shipped in Holland to as near the quantity and description as possible; but should there be difficulty in obtaining the exact quantity, a little difference short of the numbers will be of no importance. We should recommend your having

part of the ballast discharged in Holland, and a great part of the muskets, carbines, and sabres stowed on the ballast, and over them put your bread in hogsheads and barrels; and the boxes of glass, and the gin you ship in Holland, might, a part, be stowed on the rum (now on board) forward and aft, and the remainder be put between decks. We think the ship has now on board 140 tons ballast, and the cargo you take on board in Holland will probably be from one hundred and ten to twenty tons; so you ought to discharge something like eighty tons, so as not to be too deep, and prevent your sailing. We should recommend your having your arms divided in your invoices—that is, invoice 2,000 arms with your gin, glassware, powder, &c., as bound for Columbia river, &c.; the remaining muskets, carbines, and sabres, have stowed low down, and have no account in your log-book, or elsewhere, of their being on board. Having got all on board, give Messrs. Crommelin & Sons a receipt or bill of lading for the articles shipped in Holland, though take no papers with you from them, except such as relates to 2,000 muskets, gin, glassware, powder, &c., which will be always with your invoices and ship's papers.

Having got all on board, as before remarked, proceed on your voyage, taking your departure for Columbia river, and continue to navigate for port ; and let it be understood in Holland, and on board the ship. Having reached off Valparaiso you will make for that port, and on approaching the harbor show a blue flag at the fore, and a white flag at the main, which will inform Lynch, Hill & Co. who you are, and they will send on board and give you the needful directions and recommendations; should no boat come off after waiting a sufficient time, you will go to an anchor, alleging you are bound for Columbia river, and stopped in for water, &c. Having had an interview with Lynch, Hill & Co., you will afterwards proceed in all cases as may be most advisable for the accomplishment of the object in view. Should General San Martin have been successful in his enterprise in Peru, we trust there will be no difficulty in having the contract complied with; on the other hand, should he have been unsuccessful, the arms will probably be wanted in Chili. Messrs. Lynch, Hill & Co. have suggested, that should a disappointment be experienced in Peru and Chili for a sale in the arms, that a market might probably be found in New Grenada; but we should prefer closing the business in Peru and Chili if it should be practicable; however, in this, as in all other circumstances, your judgment must be exercised, and our interest your guide. Messrs. Lynch, Hill & Co. have also suggested that a cargo of Peruvian produce might be taken in payment for the arms and brought to Chili, and there sold, and specie obtained for the same and exported to China. In this proposition you must also be governed in what shall appear prudent, and most calculated to secure our property and promote our interest.

In the execution of this business it will require your best attention and circumspection to weigh well all points and circumstances,

and, in conjunction with Lynch, Hill & Co., pursue that course best calculated to have the contract complied with, taking care at the same time, as much as possible, to have the payment therefor placed under favorable circumstances; or if circumstances should have occurred to defeat the expedition, and with it destroy the hope of having the contract complied with, you are then to adopt the next best plan to make the sales of our property to the best advantage. If the contract is complied with by General San Martin, we should recommend your fully loading the ship with copper, (taking the same as payment towards the arms, particularly as it is to be allowed export free of duties;) and taking copper may facilitate and help the Government, and be the means of getting payment before the expiration of the eighty days limited in the contract, and taking the balance in specie, and proceed immediately to Canton; or if the contract is not complied with, and you should make the sale in Chili, or other place where copper can be procured at not exceeding fifteen or sixteen dollars the quintal on board, we should then also recommend your loading with copper, particularly if it should aid you in making sales of the arms; and then taking the balance in specie, and proceed direct for China. After having disposed of the arms, and obtained the payment for the same, it will be of much importance that you reach China as direct, and with as little delay as possible. In order that a second deposite may be had for the property, and that a new voyage may be begun anew, without any regard to the present one, after reaching Canton you will deliver all our property to Messrs. S. Russell & Co., except the fifty thousand dollars, which you are to retain as a capital for the ship in any future operations you may think it advisable to undertake, either by trading or freighting, according as you think most profitable for all concerned; perhaps a cargo from China for Chili or Peru may be a good investment. However, after you get to Canton, and take the fifty thousand dollars as a capital, you must be your own master, and do that which is best. Since you left here, the ship Beaver has arrived with cocoa at New York, and three other American vessels have also gone to Cadiz with cocoa—all from Guayaquil and Lima. The cocoa cost seven cents a pound on board, and we do not think it will bring more than eight or nine cents in this country or Europe, clear of charges. Hicks, in the Louisa, paid ten dollars for his cocoa at Lima, and has gone to Rio Janeiro—poor business—we have a poor opinion of a cocoa voyage. Coquimbo copper is worth in Canton about 22 or 23 dollars per pical of 133 pounds English. Cochineal is worth in Canton about 600 or 700 dollars the pical. Pure silver, or *pena*, is worth five per cent. more than dollars in Canton. Copper, in this country, is worth about 18 or 19 cents per pound; cochineal about six dollars the pound, according to quality—black is considered best. Cochineal is [a] good article in Canton. From the business we have had with Messrs. Lynch, Hill & Co., and from what others have told us, we

are impressed with a belief of their honorable conduct, and we presume, should no circumstance have occurred to change their situation, you can place full reliance in their representations and advice; however, with this good opinion of any house, it's always prudent to be as guarded as circumstances will permit. Should any circumstances have occurred to have affected the reputation of Lynch, Hill & Co., so as it would be insecure to entrust them with property to so large an amount, you must endeavor to employ any other good house; still there would seem some difficulty in this, as the contract is made in the name of Mr. Lynch; all we can say on this point is, that you must do the best you can under all circumstances.

You will let it be understood at Valparaiso that the ship and cargo belongs to Mr. Butler, as we fear Charles Higginson will give us some trouble should he know she belongs to us; he having made some demands for bad debts in the sale of the Lyon's cargo, of which we know nothing about. You must avoid giving him any business; he does the Two Catherine's, and now detains her, because he cannot pay for the sales he has made. You will be mindful to obtain and send us landing certificates for the forty hogsheads rum. You will also be mindful to put this letter, the contract, and Lynch, Hill & Co.'s letter in a private place, so that they cannot be found in case of being boarded or detained.

We have written to Messrs. Crommelin & Sons, to make out the invoice and bills of lading in the manner you may request. We think it would be advisable to put the rum, gin, glassware, powder, and 2,000 muskets into one bill of lading, as shipped by yourself, bound for the Northwest coast of America, and the remaining muskets, carbines, and sabres, have no account on board in any manner. The accounts that Messrs. Crommelin & Sons give you of the shipment, you may as well enclose to us, so as to have no more papers on board than are absolutely necessary.

We think of nothing further to write, and have only to refer you to our verbal conversation before you left this country. You must carry in your mind our ideas as before explained to you, and be always thinking of what is best to be done under circumstances you meet with. Your family are well, and have written you by this conveyance.

PROVIDENCE, *November* 14, 1820.

Capt. HENRY MATHEWSON.

DEAR SIR: We wrote you a few days since, advising of our having purchased the ship Mercury of Mr. Snow. This ship is Philadelphia built, has been thoroughly examined and newly coppered, and we think she is a prime ship. We have put on board abundance of provisions for 18 months or 2 years voyage, have shipped Mr. James of Newport, and formerly with Captain Elderkin in the ship Integrity, for the chief officer, and Mr. Wheaton, the young man whom you saw here, for the second mate. Mr. James has had long

experience as an officer, and has been master of a vessel. These officers we consider perfectly competent to take out the ship, and we believe you will find them faithful and useful men, and gentlemen in whom you can place entire confidence. We have directed Mr. James to proceed direct to the Texel, and there report himself as entering for *orders*, and await your instructions. We hope you will have the cargo we have directed to be shipped ready at the Helder, by the time of the arrival of the ship, so that no delay will be experienced in Holland. Having shipped the cargo we have ordered, or in case it cannot all be obtained, then such part as can be had without too much delay, we request you will proceed direct to Columbia river, on the northwest coast of America, where you will commence your trade for sea otter, land otter, and seal skins; and after having done all that is practicable there, you will proceed to Kodiac, and endeavor to make a barter trade with the Russian government of that settlement, taking furs in exchange; from this place you may, if necessary, proceed to Okotsk, or St. Peter's and St. Paul's, on the coast of Kamtchatka, and there make a further barter-trade for furs; should you not have finished your trade at Kamtchatka, you will, on your way to China, touch at the Sandwich islands and load with sandall wood; having done all you can, by the way of trade, during the summer of 1821, you will proceed to Canton, so as to arrive there by January, 1822, which will enable you to load for home in time to save your passage down the China seas. At Canton you will find, with Messrs. Samuel Russell & Co., our instructions for the cargo home, which we omit giving you at this time, as the state and demand of our markets, for China products, will doubtless change within a few months, when we can make our order with more security.

We have endeavored to put on board every article of ship and cabin stores for the voyage, and hope you will not find it necessary to make any expense for these articles. We think it will be necessary to purchase in Holland duck for heavy and light sails, which you can procure in Holland for such descriptions as you think advisable. We should recommend Dutch canvass in preference to Russia, for both heavy and light sails. You will also want some bolt-rope.

In your expenses in Holland and elsewhere, we enjoin on you to be studiously economical; indeed the times and profits in commercial pursuits do not authorize any *indulgence* in extravagance.

In case you discharge any of the crew, you will observe there is some who have *draw bills*, and to charge them the time in advance to give us time to have notice of the discharge, so that we can stop them here. Herewith you will find invoice of the 40 hhds. rum, intended for cargo, and a list of ship and cabin stores. Many of the hogsheads that contain bread will answer for water casks. There is also on board twenty coils of new rigging, intended for ship use, as *occasion requires*. We have also given the ship an extra new

cable, although she in fact does not require it for the present, and an extra heavy anchor. Having put on board so much of every thing, we hope you will not require much for a long time. If you want some charts of the Pacific ocean, you must get them in Holland. Mr. James ought to buy himself a sextant. Recollect to send us landing certificates for the rum, and write us every good opportunity. Recommending our interest to your constant care and attention, and wishing you a pleasant and prosperous voyage, we remain your friend and .

(Signed) C. BUTLER,
E. CARRINGTON & CO.

In case of accidents to yourself, Mr. James is to take command and follow our instructions.

(Signed) C. B., E. C. & Co.

Upon said bill, the following subpœna issued:

Subpœna.

RHODE ISLAND DISTRICT, *sc:*

The President of the United States to Henry Mathewson, mariner, Cyrus Butler, merchant, Edward Carrington and [L. S.] Samuel Wetmore, merchants, transacting business under the name and style of Edward Carrington & Co., all of Providence, in said district, and citizens of the State of Rhode Island and Providence Plantations, greeting:

For certain causes offered to our circuit court, for the first circuit, and within and for the Rhode Island district, in chancery, we hereby command and enjoin you, and each of you, that, laying aside all other matters and things, and notwithstanding any other excuse, you, and each of you, personally appear at the clerk's office of said court, in Providence, on Monday, the fifth day of April next, being the rule day of said court for said month, and then and there, full, true, and perfect answers make, upon your corporal oaths, to the bill of complaint of Willard W. Wetmore, of the city of New Haven, in the Connecticut district, merchant, a citizen of the State of Connecticut, now filed of record in the clerk's office of said court, and to do and receive whatever our said court shall order against you, or either of you, in the premises in this behalf. Hereof fail not, under the pains and penalties that may accrue in consequence of neglect thereof.

And the marshal of said Rhode Island district, or his deputy, is hereby commanded to make service of this writ, by reading the same to each of the aforenamed respondents, or by leaving a true and an attested copy thereof at each of their respective places of abode, at least fourteen days prior to said rule day; and hereof fail not, but true return make of this writ, with all his doings, on or before the rule day aforesaid.

Witness, the honorable John Marshall, our chief justice, at Providence, this 22d day of February, A. D. 1830.

BENJAMIN COWELL, *Clerk*.

And the following return was made:

Marshal's return.

U. S. OF AMERICA, *R. I. District, sc:*

February 23, 1830.

This day made service of this writ, by reading the within in the hearing of all the within named defendants.

BURRINGTON ANTHONY, *Marshal*.

4 services $8.

And at the August rule day, 1830, the following motion was made and heard:

Motion for bond for costs.

In the case of WILLARD W. WETMORE vs. HENRY MATHEWSON and others. } In equity.

Philip Crapo, solicitor to said Henry Mathewson, moves the honorable court, that before any further proceedings [be] had in said cause, that the said Willard give security for costs on the prosecution of said complainant.

PHILIP CRAPO.

July 30, filed. B. C., *Clerk*.

Order of court thereon.

Let the said Willard W. Wetmore be notified to appear before me, on Thursday, the 12th of August instant, at 10 o'clock, A. M., at the district court room, to show cause, if any he have, why the security as above prayed for should not be given.

JOHN PITMAN, *Dist. Judge*.

August 11, 1830.

AT CHAMBERS, *August* 12, 1830.

No objection being made to the contrary, it is ordered that the plaintiff give security for costs in the sum of two hundred dollars, on or before the next rule day.

JOHN PITMAN, *Dist. Judge*.

In compliance therewith, a bond was given in the words following:

Bond.

Know all men by these presents, that we, Willard W. Wetmore, of the city of New Haven, in the State of Connecticut, merchant, as principal, and Thomas C. Hoppin, of Providence, in the State

of Rhode Island and Providence Plantations, as surety, are holden and firmly bound unto Henry Mathewson, Cyrus Butler, Edward Carrington, and Samuel Wetmore, all of Providence, in said State of Rhode Island, in the full and just sum of two hundred dollars; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, firmly by these presents.

Sealed with our seals, and dated this twenty-seventh day of August, in the year of our Lord one thousand eight hundred and thirty.

The condition of the above obligation is such, that whereas the said Willard W. hath commenced a suit in equity, which is now pending before the circuit court of the United States, within and for the Rhode Island district, against the said Henry, Cyrus, Edward, and Samuel, to be heard and tried before the same court at the next term thereof. Now, if the said Willard shall well and truly pay all such costs as *as* may be decreed by said court for him to pay in said suit, then this obligation is to be void; and otherwise, to remain in full force.

W. W. WETMORE. [L. S.]
THOMAS C. HOPPIN. [L. S.]

Witness: BENJA. COWELL.

And afterwards, to wit, on the 30th day of September, 1830, the following answer was filed:

Answer of Henry Mathewson.

RHODE ISLAND DISTRICT, *ss*:

IN EQUITY.—Circuit court of the United States of America, holden at , in and for Rhode Island district, on the fifteenth day of , in the year of our Lord one thousand eight hundred and thirty.

The separate answer of Henry Mathewson to the bill of complaint of Willard W. Wetmore against him the said Henry Mathewson, Cyrus Butler, Edward Carrington, and Samuel Wetmore.

This defendant, now and at all times reserving to himself all benefit of all exceptions to the numerous defects in said bill of complaint contained, for answer thereto, or so much thereof as he is advised by counsel is material for him to answer unto, answers and says:

That he admits the making execution and delivery of said agreement; that he does not admit, nor does he know or believe, that the said Willard W. Wetmore ever was a partner in the house of Edward Carrington & Co., or that he ever had any interest in said ship Mercury and cargo, or in the concerns of said adventure.

That he does believe, that if he, the said Willard W. Wetmore, ever had any interest in said ship Mercury and cargo, or in the concerns of said adventure, that the same interest ceased and deter-

mined long before the exhibition of said bill of complaint; and submits to this honorable court, that he, the said Willard W. Wetmore, ought to be holden to make proof of his said interest.

That on the twentieth day of October, A. D. 1820, he commenced the fulfilment of said contract, and the execution of the duties and trusts confided to him by the same; and on that day left said Providence for Boston in order to embark for Europe, and soon after sailed in the schooner Janus for Rotterdam, and arrived at Helvetsluis on the twenty-fourth day of November in the same year, and proceeded for and arrived at Rotterdam on the same day.

That the ship Mercury, which had been purchased by the said Butler and Edward Carrington & Co. for the voyage named in said contract, arrived at the Texel on the twenty-second day of December, A. D. 1820, and was placed under his, this defendant's, control and command; by which ship he received the instructions and orders of the said Butler and Edward Carrington & Co., bearing date on the thirteenth and fourteenth days of November in the same year.

That the set of orders and instructions given under the date of November thirteenth were his true orders, which were meant to be executed; but were meant to be kept secret, in case of his falling in with any Spanish vessel of war.

That the second set of orders, under the date of November fourteenth, were never meant by the said Butler and Edward Carrington & Co. to be regarded, attended to, or executed by him the said Mathewson, but were given to him for the purpose of exhibiting the same as his true orders to the officers of any Spanish vessel of war, with a view to deceive them as to the destination of the ship and the objects of the voyage.

That afterwards, he proceeded with said ship to Bremen; that during his continuance in Europe, he received and had divers funds in money, drafts, merchandise and otherwise, belonging and appertaining to the owners of said ship, (the said Butler and Edward Carrington & Co.,) to the amount of sixty-two thousand and sixty-five dollars and fifty-four cents, as appears on the credit side of an account with said owners, stated in the schedule hereunto annexed, and numbered (1,) which he prays may be taken as a part of this his answer, together with forty hogsheads rum, which was shipped at said Providence, and made a part of said ship's cargo to Lima; and had also certain ship's stores, furniture, armament, and slops, which are specified in the annexed schedules numbered (1 A) and (1 B,) which he prays may be taken as a part of this his answer.

That after leaving said Providence as aforesaid, he paid out for and on account of said owners, the sum of sixty-one thousand nine hundred sixty-eight dollars and twenty-two cents, for the several items contained on the debit side of the same account, and by his bill of disbursements contained on the schedule hereunto annexed, marked (2,) which he prays may be received as a part of

this his answer; the vouchers for which have been forwarded and delivered to said owners, and as this defendant verily believes, are now in their hands and possession, making a balance of seventy-seven dollars and thirty-two cents against him, which he has credited to said owners in a new account with them, contained on the schedule hereunto annexed, and numbered (6,) which he prays may be taken as a part of this his answer.

That, while in Europe, he purchased a cargo for and on account of said owners, and which is charged to said owners in said schedule (1,) which, together with the said forty hogsheads of rum, and ship stores, furniture, armament, and slops, he placed as a cargo on board of said ship, for and on account of said owners, for a voyage from Bremen to Lima, and invoice whereof is hereunto annexed, marked (3,) which he prays may be taken as a part of this his answer.

That while remaining at Bremen, he employed Messrs. Frederick and Evash'd Delius to purchase a part of said cargo, and on his settlement of accounts with them, they gave him a credit of the sum of four hundred and eighty-three rix dollars and forty-six pence (equal to) as cash paid, and which was never actually paid by him, and which they did not consider or intend to credit as belonging to the account of the owners; but this defendant at that time intended in the settlement of his final account to mention to the owners, the circumstances of this credit, and place the same to their credit, if they should think it ought to be credited them.

That he received on board said ship, at Bremen, as an adventure for himself, one box containing twelve small swords, which were presented to him by a personal friend, measuring about two feet, for the voyage aforesaid, and for the freight of which he has given said owners no credit; that Benjamin James, the first officer, at the same place and at Amsterdam, took on board, on account of his privilege, one box containing twenty-five dozen of Cologne water, nine boxes of tumblers, and forty cases of gin; that George Wheaton, the second officer, at the same place, took on board, on account of his privilege, one box of twenty-five dozen of Cologne water, seven boxes of glassware, and forty cases of gin; that otherwise than as aforesaid, there were no goods, wares, or merchandise taken on board said ship or transported in her on said voyage; that on or about the sixth day of April, A. D. 1821, he proceeded with said ship for Valparaiso, conformable to his orders aforesaid, where he arrived with said ship and cargo in the month of August, in the same year, and soon after, under the advice of Messrs. Lynch, Hill & Co., he proceeded with said ship and cargo to Lima, taking with him Estanisloa Lynch, of the house aforesaid, his clerk, and two servants, and Judge Prevost, the United States agent; Mr. Laurain, a Chilian gentleman, and servant. They all found their own stores, and he charged them nothing for their pas-

sages, by advice of his friends residing there, as it was thought prudent to cultivate their friendship and favor, in consequence of their high standing and reputation, in case of meeting with any difficulty with the officers of Government there; and that he received no kind of compensation or gratuity from any of those gentlemen or their servants, except that, by invitations from Messrs. Lynch and Prevost, he resided with them, free from expense, a considerable time; that, at Lima, he delivered the principal part of his said cargo to the said Lynch to dispose of on account of the owners; a full account of the sales, disposition, and losses, of said cargo, and of the moneys actually received by him the said Mathewson therefor, are contained in the schedules hereunto annexed, and numbered (4,) (5,) (6,) and (A 4,) which he prays may be taken as a part of this his answer.

That while at Lima, in the year 1822, he shipped forty-eight half pipes and seventy-three ankers of gin, containing thirty-six hundred and ten gallons, being part of said cargo from Bremen, and named in the schedule number (4,) on board the brig Thetis for Guayaquil, consigned to Maskaline Clark, for and on account of his said owners; and at the same time, in his own name, joined with the said Clark and the aforenamed Lynch, without any authority therefor, in the purchase of other goods and merchandise to the amount of twenty-one thousand eight hundred and fifty dollars and twelve cents; the one-third part thereof he designed should be for and on account of the owners of said ship Mercury, and the other two-thirds parts were purchased and owned by, and were for and on account of, the said Lynch and Clark, and shipped the same on board the said brig Thetis for Guayaquil, consigned to the said Clark, nominally for and on his this defendant's own account, but intending them to be on account of the owners and shippers thereof, and, at the same time, charged the owners of said ship Mercury with the amount of said shipment, that is:

The whole cost of said gin - - - -	$3,610 00
And ⅔ part of said other goods and merchandise -	7,286 68
	$10,896 68

and advised said owners of said purchase; but, to the present day, they have not expressed their approbation or disapprobation thereof; that he charged said owners with the amount of said purchase money, and has credited them with the proceeds of the sales thereof, so far as the same have come to his hands; an invoice of which is contained on the schedule hereunto annexed, and numbered (7,) and which he prays may be taken as a part of this his answer; at the same time he shipped on board the ship Fame for Valparaiso, twenty-six barrels of powder, containing one hundred pounds each, being part of said cargo from Bremen, and the same which is

named in schedule number (4,) and consigned the same for sale to Horatio Jerauld, with orders to remit the proceeds to the said owners, or to Edwin Jencks, and charged the amount thereof to the owners of the said ship Mercury, ten hundred and forty dollars; that the said Jerauld has informed this defendant that he has sold said powder for forty cents per pound, and that he had remitted the net proceeds according to orders, and that this defendant verily believes that the said Cyrus Butler or Edward Carrington & Co. have received the same.

That while this defendant remained at Lima, he received from the said Clark the sum of three thousand eight hundred and ninety-two dollars and sixty-five cents, on account of said joint shipment, which he, at the same time, passed to the credit of the owners of the ship Mercury; that he received accounts of sales from the said Clark of the said gin, and of said goods and merchandise so shipped on joint account, and has remitted the same, with other papers, to said owners; that after receiving said sum of money from said Clark, and before he, this defendant, left Lima, he authorized and empowered Edwin Jencks, of Valparaiso, to settle said adventure and shipment with the said Clark, and afterwards received from the said Jencks, divers copies of papers by him, the said Jencks, received from the said Clark, touching said adventure, which are hereunto annexed, and numbered (8,) (9,) (10,) (11,) and (12,) which he prays may be taken as a part of this his answer; that it appears, by said schedule number (12,) that the said Jencks received from the said Clark the sum of six thousand eight hundred and ninety-seven dollars and thirty-nine cents, as a balance of said consignment, which said sum, after deducting necessary expenses, he, this defendant, verily believes, has been remitted by the said Jencks to the said Cyrus Butler and Edward Carrington & Co., or some one of them, and that they, or some of them, now retain the same, unaccounted for to him, this defendant.

That while at Lima as aforesaid, he paid out divers sums of money for and on account of said owners, which are named in said schedule No. (6,) in a bill of disbursements rendered by Benjamin James, and which this defendant delivered to said owners, and which they retain; and in the schedules hereunto annexed, and numbered (13,) (14,) (15,) which he prays may be taken as a part of this his answer.

That in the credit of the sales of the cargo of the said ship at Lima, is included the whole of the amount of sales made to the Peruvian Government, when, in fact, the sum of four thousand five hundred and seventy-seven dollars and sixty-nine cents, had not been received by this defendant, or the said E. Lynch & Co., but was left by this defendant unsettled and uncollected on his departure from that place; which sum is charged back by this defendant to said owners.

That after he had accomplished his business as far as practicable at said Lima, he made up his account current with said owners,

which is justly and truly stated in the schedule hereunto annexed, and numbered (6,) and in and by which there was then and there justly due to said owners a balance of thirty-three dollars and thirty-eight cents, which he carried forward to a new account.

That after having accomplished his business at Lima as aforesaid, at some time in the month of May or June, 1822, he chartered the whole of the said ship Mercury to a merchant at Lima by the name of Rodolpho, to take freight and passengers on a voyage from said Lima to Gibraltar by Rio de Janeiro, for which he, the said Rodolpho, agreed to pay, and did actually pay to this defendant, on the eighth day of June, 1822, the sum of fifteen thousand dollars, the ship to be manned, victualled, and navigated at the expense of her owners. A special charter party of said ship for said voyage, showing the special conditions and provisions in said contract was made and executed between this defendant and the said Rodolpho, and one part thereof being delivered to this defendant, which he cannot produce and show to this honorable court, as he long since delivered the same, with divers other papers relating to the different voyages he performed in said ship, to the said E. Carrington & Co., who have fully refused to return the same to him, though often requested so to do.

That he, this defendant, at Lima, shipped and took on board said ship, for said voyage, one hundred and thirty-five thousand three hundred dollars, ($135,300,) for and on account of said owners.

That the said Rodolpho took on board said ship ninety-seven passengers, and large quantities of goods and money belonging to them, for Rio de Janeiro and Gibraltar. That he had at the time a list of the names of said passengers, which he lost on the explosion of the steamboat Tillicoe, at Geuma. That he has not now the recollection of their names, except those of Messrs. Guinacha, Boneto, Serano, Blanco, and Fillipe Zaldive. Those passengers were natives of the country, and leaving the same, with their property, in consequence of the troubled state of the country, with an intent to settle in Spain; but from what part of the Peru they came, or in what part of Spain they took up their residence, he knows not, except as to the said Fillipe Zaldive, who was the brother-in-law of E. Lynch, and belonged to Lima, who performed the voyage around with him, and returned to Lima in said ship.

That in consideration of the aid he had received from the said Lynch, in the said business of said ship, and of the need this defendant had of a good interpreter, he agreed with the said Lynch to find provisions for the said Fillipe Zaldive during said voyage, and the charter of the ship gave him his passage.

That there was no cargo or freight put on board said ship at Lima, or during said voyage, to the knowledge of this defendant, except the goods and effects of said passengers, nor can he tell with what said ship was laden, as he had no invoices thereof, nor signed any bills of lading therefor, except that several passengers who had

taken money with them on board, requested him to take special charge thereof, and to give them bills of lading therefor, which he declined doing, as by his contract with said Rodolpho he was not obliged so to do, and as the said Rodolpho had taken so many passengers on board, with whose characters he was unacquainted, that he was apprehensive of the actual safety of the money on board.

That by the strong solicitation of some of those passengers, he agreed to give them bills of lading, or receipts, for certain sums of money which they put under his special care and charge, on their agreeing to make him a compensation for his care and responsibility in the premises. To those persons he gave bills of lading or receipts, and received different amounts from different men for so doing. That he is now unable to state the number or names of the persons to whom he gave bills of lading or receipts, as aforesaid, as well as of the precise amount which he received from them for his care and responsibility, as in the explosion of the said steamboat he lost most of his private papers, among which were all the documents relating to this transaction; but according to his best recollection and belief, the whole of the compensation amounted to between two and three hundred dollars. That the amount received was collected by Samuel Clapp & Co. in Rio de Janeiro, from whom the amount may be ascertained.

That before his departure from Lima on said voyage, he received from one J. S. Martinez the sum of twenty-seven hundred dollars, for which he gave the said Martinez his private and personal receipt, to be invested at Gibraltar in military clothing and other property on his account, but which was ever to appear in the name of this defendant, and to return the same to him, the said Martinez, in said ship at said Lima.

That this defendant was not to receive any compensation for carrying said money out, but was to receive fifty dollars per ton freight on all goods which should be returned to him from Gibraltar.

That this defendant did, at Gibraltar, purchase and take on board said ship, and carry to Lima, military clothing and other merchandise, measuring one ton, three feet, in his own name, but for and on account of said Martinez, and has credited said owners with the freight thereof.

That he also received on board said ship, at Lima, fifteen hundred dollars, for and on account of Captain Bogman, of Providence, and carried the same to Gibraltar.

That he has reason to believe that the several officers and crew of said ship had divers sums of money, of small amount, on board, but how much he cannot say.

That, other than as aforesaid, he knows of no goods, wares, merchandise, moneys, bills, or passengers, which were received on board said ship at Lima, on the voyage aforesaid.

That about the middle of June, A. D. 1822, he sailed in said ship from Lima for Gibraltar, by way of Rio de Janeiro, and ar-

rived at Rio de Janeiro some time the latter part of August, A. D. 1822, for refreshments and supplies.

That while at that port he paid divers expenses for and on account of said owners, which are contained in his bill of disbursements at that port, a copy whereof is hereunto annexed and marked (16), which he prays may be taken as a part of this his answer, and charged the same in account with them.

That while at the port aforesaid, he received no goods, moneys, bills, or passengers on board, for which he ever received, or contracted to receive, any compensation, other than said fifteen thousand dollars freight money, except one passenger, whose name, then and present place of abode, he does not recollect or know, who went in said ship to Gibraltar from Rio, and was boarded out of the ship's stores, and, on the arrival of said ship at Gibraltar, paid this defendant one hundred and fifty dollars for his passage and provisions, but which sum, through mistake, was not at the time credited to the said Rodolpho, the freighter, who was entitled to the passage money, or to the owners, who were entitled to the pay for his provisions, but which said provisions are now credited to the owners in a new account of errors corrected.

That some time in September, 1822, he sailed from Rio de Janeiro for Gibraltar, where he arrived some time in November of the same year.

That while at Gibraltar he had on hand, for and on account of said owners, the said sum of one hundred and thirty-five thousand three hundred dollars, shipped from Lima, as above stated, together with divers sums of money there received for and on their account, amounting to the sum of one thousand seven hundred and fifty dollars and five cents, received on divers accounts, including the balance of his former account, making, in the whole, the sum of one hundred [and] thirty-seven thousand and fifty dollars and five cents, which he there placed to the credit of said owners in his account there made up, and which is hereunto annexed, marked (17), which he prays may be taken as part of this his answer; and that while remaining at the same port, he paid out, for and on account of said owners, divers sums of money, amounting to

the sum of - - - - - -	$55,235 53
Which sum, together with the sum of - -	79,901 21
Left with Hill & Blodget at Gibraltar, on the owners' account, and his bill of disbursements at Rio de Janeiro, being - - - - -	884 64
Making, in the whole, the sum of - - -	$136,021 38
He charged to said owners, leaving a balance in his hands of - - - - - -	1,028 67
	$137,050 05

And the account of sales of slop clothing, marked (17 A,) and hereto annexed, he prays may be taken as part of this answer, the amount thereof being credited in said account, marked (17.) The particular items of said account more fully appear in the schedule hereunto annexed, marked (18,) (19,) (20,) and (16,) which he prays may be taken as a part of this his answer, together with Hill & Blodget's bill, George Wheaton's bill, account of moneys paid seamen on second voyage, now in the hands of said owners. That at this time the first voyage named in said contract ended, and the new adventure in which he, this defendant, was to have, and did take, an interest of one-tenth part commenced, and at which time a new and distinct account ought to have been commenced and continued until the final close of said adventure; but he confesses, that in this particular he was remiss, and ever after kept his future accounts connected with the accounts aforesaid, in the same way and manner as if the new voyage and adventure had never commenced, and as if the same persons were interested in all the former and subsequent voyages; believing that, after his return to Providence, he and the said Butler and E. Carrington & Co. could, might, and should, with convenience and satisfaction to themselves, make out and state a proper and just account of said new voyage and adventure, from his general accounts, kept in manner aforesaid.

That, after having completed said first voyage and adventure at Gibraltar, as aforesaid, he took a true and perfect inventory of all the ship's stores remaining on hand, and made use of the same on the second adventure; which inventory he requested the mate to register in the log-book, but whether he did so register the same he, this defendant, cannot say, as the log-book is now in the hands of said Benjamin James, or said owners. That said original invoice was lost in the explosion of the steamboat before named. That this defendant verily believes that the said stores were not of a greater value than one hundred dollars.

That he sailed from Gibraltar for Rio de Janeiro in December, A. D. 1822, and took on board as cargo sundry merchandise of the value of thirty-nine thousand six hundred and twenty-two dollars and twenty-seven cents, as appears by the invoice thereof, hereunto annexed, numbered (18,) and specie to the amount of seven thousand and twenty-eight dollars, as per the invoice thereof, hereunto annexed, and numbered (21,) which he prays may be taken as a part of this his answer, together with sundry goods on freight, which are specified in the schedule hereunto annexed, numbered (22,) and which he prays may be taken as a part of this his answer; and in the log-book in the hands of the owners or mate, that he, this defendant, and the said Benjamin James jointly took an adventure on board, contained in one box measuring four feet; that the said James took other goods on board as a private adventure, which are specified in the annexed schedule, numbered (23,) which

he prays may be taken as a part of this his answer. That Cyrus B. Manchester took on board an adventure, which is specified in the annexed schedule, numbered (24,) which he prays may be taken as a part of this his answer. That George Wheaton had a small adventure on board, but this defendant knows not the particular amount thereof; but knows it was less than enough to fill his privilege; that he knows of no other adventures. That the private adventure of the said James, and his proportion of the joint adventure, did not exceed his just privilege, nor did the adventure of said Manchester exceed his privilege.

That this defendant took on board, for and on his own account, forty-five kegs of lard, also his half of one hundred and fifty pair of pantaloons, which he owned in company with Benjamin James, which were on board, making a bale of about 8 feet, for the freight of which, and his portion of said joint adventure, he gave no credit at the time, but is now ready to account therefor.

That the said Fillipe Zaldive returned in said ship from Gibraltar to Rio de Janeiro and Lima free of expense, as per agreement. That he took a Spanish gentleman, whose name, former or present place of abode, he does not recollect or know, as a passenger for Rio de Janeiro, for which he paid the sum of one hundred and fifty dollars.

That he had on board about eighteen hundred dollars in gold, being a part of the money received at Lima from J. S. Martin*is*, which had not been invested, and still belonged to him, the said Martin*is*.

That the said Zaldive had on board a few boxes of raisins, for which no freight was received or agreed for.

That other than as aforesaid, he knows not of any goods, wares, merchandise, moneys, bills, or passengers taken on board of, or transported in, said ship at and from said Gibraltar, other than what might be contained in the private trunks or chests of the passengers, officers, and crew of said ship.

That after leaving Gibraltar, he arrived with the said ship, cargo, money, and freight, at Rio de Janeiro, about the middle of February, A. D. 1823, delivered such freight as was shipped for that port, and purchased for and on account of the owners, the goods, wares, and merchandise named in the schedule hereunto annexed, numbered (25,) which he prays may be taken as a part of this his answer, at the costs and charges therein named.

That while at Rio de Janeiro he expended, paid, and shipped large sums of money for and on account of said owners, and also received large sums for and on their account; and then and there made up his account current with them, by which it appears that the balance of eight hundred [and] twenty-eight dollars and sixty-seven cents ($828 67) was due from him; all of which more fully appears by the schedules hereunto annexed, and numbered (22,) (26 A,) (26 B,) which he prays may be taken as a part of this

his answer, and by the receipts on the portage bill now in the hands of said Butler and E. Carrington & Co.

That he took certain freight on board at the same place, which appears in the freight list number (22;) and Benjamin James took on board an adventure of a few bags of sugar and some boxes of segars, of which the defendant has no account. And this defendant took on board about fifty boxes of segars on his own account at the same place.

That he sailed from Rio de Janeiro in said ship, with said cargo, &c., for Valparaiso, about the twenty-fourth of February, A. D. 1823, and arrived at said Valparaiso about the middle of April, in the same year. That while at that port, he sold a certain part of his cargo, which appears in the account of sales thereof, in the schedule hereunto annexed, number (28,) which he prays may be taken as a part of this his answer.

That while remaining there, he received a sum of money for the freight of goods from Gibraltar for that place, and paid out divers sums of money, for and on account of said owners, as appears more fully in said schedule number (22,) and in the annexed schedule number (29,) which he prays may be taken as a part of this his answer.

That while remaining at said Valparaiso as aforesaid, he had stolen from him a large sum of money there in his possession, belonging to said owners, which he has charged to them in his account, which is hereunto annexed. That at the time he received the account of sales aforesaid, he credited to the said owners the whole amount thereof, being thirty-one thousand one hundred [and] three dollars and eighty-six cents, ($31,103 86,) although at that time he had received only the amount of twenty-eight thousand one hundred and three dollars and eighty-six cents ($28,103 86) thereon, the other three thousand dollars remaining unpaid when he left said port. That when he left that port, he gave an order to William S. Wetmore on Lynch, Hutz & Co. for that amount, and charged the same to said owners.

That he took on board certain merchandise and three horses on freight, and six passengers, whose names and places of residence were unknown to him; all of which and whom, together with the amount of freight and passages, are set forth in said schedule number (22;) that he knows nothing of the present place of residence of said passengers.

That after having completed his business at that port, he made up his account current with said owners, of his transactions up to that time, but did not close or balance the same till the month of January, A. D. 1824; a copy of which accounts, when the same was finally made up and balanced, is hereunto annexed, and numbered (30,) which he prays may be taken as a part of this his answer.

That about the twentieth day of June, in the same year, he departed with said ship, cargo, freight, and passengers, from said port

for Callao, where he arrived on or about the first of July next following, where he landed said freight and passengers, and sold, and caused to be sold, by E. Lynch & Co., a part of the cargo of said ship, amounting to the sum of ten thousand three hundred and five dollars and fifty-one cents, ($10,305 51,) as per account sales thereof, contained in the schedule hereunto annexed, and numbered (31,) which he prays may be taken as a part of this his answer; and received certain freight and passage moneys, for and on account of said owners, as exhibited in the schedule aforesaid, number (22;) and other sums of money which are credited in said schedule number (30.)

That he paid out, for and on account of said owners, at Callao, divers sums of money, and did and performed divers other matters and things, for and on their account, all of which appears in schedule number (30) aforesaid, and in schedules hereunto annexed, numbers (32) and (33,) which he prays may be taken as part of this his answer; and in divers papers and documents now in the hands of the said Butler and E. Carrington & Co.

That he, at the same port, took on board certain freight which is named in said schedule number (22,) and one piano forte for the Governor, for which he was to receive five dollars, but never obtained payment, and two passengers with one servant, and a boy belonging to said Lynch, for Arica; said passengers were named Stanhope ——— Prevost and Rafill Valasco, who belonged to Lima, and he presumes now reside there; to these persons he charged nothing for their passages, nor did he receive any thing from them, or either of them, other than their aid and assistance in procuring freight and passengers, and in transacting his other business at Arica, which they agreed to render, and did actually render him. Said Stanhope Prevost had a few chairs on board, for which no freight was charged.

Tha the departed with said ship, cargo, specie, freights, and passengers, from Callao for Arica, on or about the middle of September, in the same year, and arrived at said Arica in the latter part of October, and there landed a part of said freight, as appears by said schedule number (22,) and sold a part of said cargo for twenty-four hundred [and] twenty-six dollars and sixty-two cents ($2,426 62) net, as per account of sales thereof, contained in schedule number (34,) which is hereunto annexed, and which he prays may be taken as a part of this his answer; and took on board two passengers, whose names he does not recollect, one of whom belonged to Lima, and was an officer in the army; where the other belonged he does not know; nor does he know the present residence of either. An account of said passengers, and their passage money, is contained in said schedule number (22.) That the two passengers [who] were taken from Callao, continued on board, paying nothing for their passages, under the former agreement.

That at Arica, he took on board other freight, which appears by the said schedule number (22,) and also a sum of money as freight

for E. Lynch & Co., which, by mistake, is not named in said schedule number (22,) for which he received the sum of one hundred [and] forty-three dollars and two rials, which, from a like mistake, was not credited to said owners, and for which he is now ready and willing to account.

That he departed from said Arica with said ship, cargo, specie, freight, and passengers, for said Callao, on or about the twenty-fifth day of said October, and arrived at said Callao on the thirty-first day of the same month, discharged his freight and passengers, and sold a part of said cargo, amounting to sixteen thousand one hundred and ninety-eight dollars and twelve cents, ($16,198 12,) as specified in the account of sales thereof, in the schedule hereunto annexed, number (35,) which he prays may be taken as a part of this his answer.

That while remaining at said Callao, he paid for and on account of said owners, divers sums of money, which are particularly specified in said schedule number (30,) [and] in the schedule hereunto annexed, numbered (36,) which he prays may be taken as a part of this his answer; and in divers documents and papers now in the hands of said Butler and E. Carrington & Co.

That he also received, at this port, from E. Lynch & Co., the sum of thirteen hundred [and] eighty-three dollars and fifty cents, ($1,383 50,) for balance due on voyage to Lima in 1822, per his account stated in the schedule hereunto annexed, and numbered (37,) which he prays may be taken as a part of this his answer, which is credited to said owners in said schedule numbered (30.)

That, while remaining at Callao, he took on board, as freight for E. Lynch & Co., seventy-eight bales cotton for Canton, as appears by said schedule number 22, and also agreed with them to proceed with said ship to Samanco, and there to take on board for them one thousand other bales of cotton on freight for Canton, and to take said Lynch's brother-in-law, Fellipe Zaldive, as a passenger on board for Canton, to take charge of said cotton, passage free.

That before leaving Callao he purchased for and on account of said owners ten quintals of old copper at the price of one hundred and one dollars and ninety cents; ($101 90.)

That he sailed in said ship from Callao, on or about the first day of January A. D. 1824, for Canton, by Samanco, leaving in the hands of Messrs. Nixon & Macol nineteen barrels of Malaga wine, being part of the cargo of said ship from Gibraltar, and retaining on board said ship a portion of the former cargo of said ship from Gibraltar, viz: eight bags coffee; two barrels white wine; four barrels brandy; seventy-one dozen porter; six cases gin; two bags sugar; two firkins butter; two pieces sheeting; forty-five pieces duck; twenty-four kegs tobacco; two casks linseed oil; eight barrels beef; together with all the specie in the hands of this defendant to said owners belonging; a more particular account whereof is hereinafter stated.

That he arrived at Samanco about the third of the same month; that on the second day after his arrival, a letter was received by

the said Zaldive, the agent of said E. Lynch & Co., from the Governor of Santa; that the said thousand bales of cotton, could not be delivered in consequence of the Government's having taken up all the mules in the country, which were needful to transport the cotton from the interior to the coast.

That they sailed on the same day, and arrived at Whangacko, the port of Truxillo, on or about the sixth day of the same month; that while lying there, he purchased and took on board, for and on account of said owners, a quantity [of] pina and silver, to the amount of twenty-five thousand nine hundred sixty-two dollars and seventy-five cents, ($25,962 75,) in which purchase he paid away all the gold belonging to said owners.

That on the ninth of the same month, he sailed from the last mentioned port for Payta, and arrived there on the twelfth; that at the same place he purchased, and took on board said ship, for and on account of said owners, a quantity of pina and silver to the amount of seventeen hundred forty-four dollars ($1,744 00,) and fifty bales of cotton to the amount of three hundred dollars, and paid port charges and expenses to the amount of seventy-six dollars seventy-five cents, as appears by the invoice of the cargo of said ship for Canton, in the schedule hereunto annexed, and numbered (38,) which he prays may be taken as a part of this his answer; that while remaining at said port he paid out divers sums of money, for and on account of said owners, which are specified in said schedule number (36.)

That the schedule hereunto annexed, and numbered (39,) shows the final disposition of the cargo of said ship from Gibraltar to Callao, and which he prays may be taken as a part of this his answer.

That after leaving the last mentioned port, and before his arrival at Linton near Canton, he closed his last open account with his said owners up to that time, which is the same account heretofore named, number (30.)

That he arrived at said Linton with said ship, cargo, freight, and specie, on or about the tenth day of April, A. D. 1824, and at that place took on board a quantity of goods from an English ship, to freight to said Canton, which he carried in said ship to said Canton, and received for the freight thereof the sum of five hundred dollars, $500 00.

That he also, at the same place, took on board a number of boxes of dollars, the number and amount not recollected, from the ship George, Capt. Rea, for Canton, and belonging to said E. Carrington & Co., which he delivered to Samuel Russell & Co., for the freight of which he expected to receive a reasonable compensation from the said Samuel Russell & Co.; but on a settlement with them, they declined paying, and did not pay any thing; that he proceeded from said Linton for Whampoa, where he arrived about the sixteenth of said April.

That about this time George Wheaton, mate of said ship, demanded his discharge, alleging that the voyage for which he had shipped had terminated, and this defendant, on the twentieth day of the same month, gave him his discharge, with an order of that date on said E. Carrington & Co., for five hundred and three dollars and sixty cents, ($503 60,) being the amount of wages due him.

That soon after he took the specie and cargo of said ship to Canton, on shore at that place, and sold and disposed of the same, while remaining at that port, for the sum of forty-nine thousand nine hundred fifty-five dollars and twenty-six cents, ($49,955 26,) as appears by the account of sales thereof, in the schedule hereunto annexed and numbered (40,) which he prays may be taken as a part of this his answer.

That he next proceeded to purchase, and did actually purchase, a return cargo for said ship, and for and on account of said owners, amounting to the sum of forty-five thousand eight hundred [and] twenty-nine dollars and ninety-two cents, ($45,829 92,) as appears by the invoice thereof, contained in the schedule hereunto annexed and numbered 41, which he prays may be taken as a part of this his answer; that while he remained at said port, he paid to the crew of said ship, on account of wages then due, the sum of ten hundred [and] fifty-four dollars and thirty-seven cents, (1,054 37,) as appears by the schedule hereunto annexed and numbered 42, which he prays may be taken as a part of this his answer. Also, divers other sums of money as disbursements for said ship, amounting to three hundred [and] thirty-four dollars and sixty-two and a half cents, ($334 62½,) as appears by the schedule hereunto annexed and numbered 43, which he prays may be taken as a part of this his answer. And also, a further sum of money to Samuel Russell & Co., for disbursements by them paid, for and on account of said owners, amounting to six thousand and eight dollars and ninety cents, ($6,008 90,) as appears by the schedule hereunto annexed and numbered 44, and which he prays may be taken as a part of this his answer.

That after having disposed of his outward cargo, he paid the expenses of said ship, and purchased a return cargo for said ship as aforesaid, he made up and balanced his further account with said owners, in which a balance of four hundred [and] seventy dollars and fifty-six cents ($470 56) was found due from this defendant to them, as appears by the schedule hereunto annexed and numbered 45, which he prays may be taken as a part of this his answer.

That while remaining at Canton, he took on board divers goods on freight for South America, from divers persons; the copies of the invoices whereof, with the rates of freight noted on each, are hereunto annexed and numbered 46, 47, 48, 49, which he prays may be taken as a part of this his answer.

That he, this defendant, on his own account, shipped on board, on freight, three tons of merchandise, together with all his original invoice from Canton, the invoice of which *were* lost in said steamboat, the freight of which is credited by him to said owners.

That said Benjamin James took on board an adventure exceeding his privilege by the amount of four tons, for which he has paid freight, the invoice of which was lost in the same boat; that he has not any recollection of the particular items or costs of said adventure.

That the two mates had adventures on board, the particular accounts of which were lost in said steamboat; but he, this defendant, recollects that their adventures did not exceed their privileges allowed, the particular items and costs of which he knows not.

That at Whampoa he took on board a few boxes of merchandise for Perkins & Co., which he delivered on board a boat for them near Lintin, for which he did not charge nor receive any freight.

That on or about the twenty-seventh of June, A. D. 1824, he departed with said ship, specie, and freight, for South America; that on the eleventh of July following, in consequence of damages sustained by said ship from a gale of wind, he proceeded with said ship for Monterey, in South America, as the most convenient port for repairs, where he arrived on the twenty-fifth day of October, in the same year, where he paid large sums of money for and on account of said owners, for repairs and otherwise, which are particularly named in the schedule hereunto annexed, and numbered (50), which he prays may be received as a part of this his answer—amounting to the sum of ten hundred [and] fifty-two dollars and six and a half rials; and sold certain parts of said cargo, amounting to twenty-two hundred [and] twenty-nine dollars, four and a half rials, as by the account of sales thereof, contained in the schedule hereunto annexed, numbered (51), which he prays may be taken as a part of this his answer.

That he sold by retail, to the crew and others, divers portions of the goods and merchandise belonging to said owners, which were retained in said ship at Callao, at the time of her departure from that port, amounting to four hundred [and] thirty-six dollars and thirty cents, as appears by the schedule hereunto annexed, numbered (52), which he prays may be taken as a part of this his answer.

That a part of the duck retained on board at said Callao was made use of for making new sails for said ship, after having sustained the disaster aforesaid.

That he departed from said Monterey for Mazatlan on or about the first of January, A. D. 1825, and arrived at Mazatlan on the twenty-first of the same month, at which place he expended divers sums of money for and on account of said owners, which are specified in the schedule hereunto annexed, numbered (53), which he prays may be taken as a part of this his answer, amounting to sixteen hundred [and] sixty-nine dollars and two and a half rials.

That at the same place he sold and disposed of a part of said cargo, amounting to the sum of thirty-two thousand one hundred [and] sixty-three dollars and six rials gross, from which sum is deducted divers expenses at that port, and divers sums uncollected on said sales, amounting to the sum of twenty-seven hundred and five dollars and six rials, leaving a balance of twenty-nine thousand four hundred and fifty-eight dollars, which sum he credited said owners, as appears by the schedule hereunto annexed, and numbered (54), which he prays may be taken as a part of this his answer.

That at this port a part of the freight on board was disposed of and delivered, and a note thereof made in his sales book.

That before leaving this port, he took on board a quantity of pina and specie, and drafts or bills of exchange, for and on account of said owners and others; invoices of which are hereunto annexed, and numbered 55 and 56, which he prays may be taken as a part of this his answer.

That at said port he took a sailor on board, who worked his passage from thence to Guayaquil.

That on or about the twentieth of March, in the same year, he left said port and sailed for Lima; that after leaving Mazatlan, he received on board thirty-seven zeroons of coffee from Don Desantos, to retain as a collateral security for the payment of a draft which he had given this defendant on Juan Jose Latier, and for which no freight was to be paid; that while at Mazatlan he had a survey made on the cargo, of such parts thereof as could be seen by the surveyors, when fifteen boxes of nankeens, of one hundred pieces each, were found damaged: the survey was forwarded to said owners, or was lost on board said steamboat.

That after having been at sea about two months, he put away for Guayaquil, where he arrived on the third day of June next following. That on his arrival at Guayaquil, he caused a survey to be had on said ship, by two ship masters, one ship carpenter, and one merchant, all citizens of the United States, who, after having given two full examinations of said ship, reported, that twenty-five thousand dollars would not repair the ship fit for sea, and ordered her to be sold for the benefit of all concerned; and this defendant says that said ship was then and there very much out of repair, and worn rotten and decayed, and unsafe to voyage in, and unfit to carry property, and not worth the necessary expenses of a proper repair.

That thereupon he discharged the cargo, specie and freight, and stores, and stripped the ship, and, on the twenty-seventh day of said June, caused said ship, her apparel, furniture, and appurtenances, &c., to be sold in different lots at public auction. That he also sold, and caused to be sold, divers stores and other things appertaining to said ship, at private sale—all which appears in the schedules hereunto annexed, and numbered 57 and 58, and (B 58), which he prays may be taken as a part of this his answer.

That before the exhibition of the complaint of the orator against him, this defendant, in this case, he delivered to the said Edward Carrington & Co. the said auctioneer's account of sales of said ship, appurtenances, &c., which they still retain from him, and which he cannot now produce.

That on or about the seventh day of said June, he shipped on board a French brig of war—commander's name he does not recollect—for Lima, forty-seven thousand two hundred [and] thirty-eight dollars one and one-quarter rials, in gold, silver, pina, and dollars, being the proceeds of the sales of goods at Mazatlan, on account of said owners and others, which was transferred from said brig to the United States ship of war United States—Isaac Hull, commander.

That on [or] about the same time, he shipped on board the brig Maropa—Wm. Skiddie, master—for Lima, a quantity of goods, as per invoice hereunto annexed, and numbered (59), which he prays may be taken as a part of this his answer, for and on account of said owners and himself; consigned to Messrs. Alsop, Whitmore & Co., merchants there. That the remaining part of said cargo, freight, and adventures, he landed at said Guayaquil.

That at the same place said goods were deposited in the custom-house stores, from which divers articles were stolen, and from which place he shipped sundry boxes of hats on board the ship General Smith—Mathew Robinson, master—for Lima, consigned to said Alsop, Whetmore & Co., as per the schedule hereunto annexed, numbered (60), which he prays may be taken as a part of this his answer.

That while he remained at said Guayaquil he paid the officers and crew of said ship divers sums of money, for the wages due them, amounting to forty-five hundred thirty-four dollars and ninety-three cents, as appears by schedule numbered (61,) hereunto annexed, which he prays may be taken as a part of this his answer.

That at the same place he paid out divers other sums of money, for and on account of said owners, amounting to thirteen hundred [and] twenty-four dollars seven and three-quarter rials, as appears by schedule numbered (62,) hereunto annexed, which he prays may be taken as a part of his answer.

That at the same place he sold divers parts of said cargo, for the sum of seventeen thousand and eighteen dollars and seven rials, as appears by the schedule hereunto annexed, numbered (63,) which he prays may be taken as a part of this his answer; that at the same place he sold other parts of said freight, as appears by said schedule numbered (22.)

That from the same place he shipped on board the English cutter, the Fifeshire, , master, a quantity of goods and twenty-two thousand dollars in specie, belonging to said owners and others, for Lima. The specie was transhipped on board

the United States ship United States, at Lima, and the goods delivered to the house of Alsop, Whetmore & Co.

The invoice of the said last parcel of goods, consigned to the said Alsop, Whetmore & Co., was forwarded to them, and no duplicates thereof remain with him; but he thinks he did take a duplicate thereof, which was lost on board said steamboat.

That the original account of sales of all the goods sold by said Alsop, Wetmore & Co., on account of said owners, has been placed in the hands of Edward Carrington & Co., and has been retained by them.

That on the twelfth of September, in the same year, at said Guayaquil, he took on board said steamboat Tillica, for Lima—

600 doubloons, amounting to $10,200
240¾ castilas of gold dust do $541 5½ rials.
} Belonging to said owners and others.

4 embroidered crape shawls,
200 Tortoise shell combs,
6 ps. grass handkerchiefs,
72 shirts.
} Belonging to said owners.

That while remaining at Guayaquil, Benjamin James, as this defendant verily believes, took possession of said log-book of said ship, of which this defendant advised the said Butler and E. Carrington & Co., by letter, dated the 22d July, A. D. 1825, and advised them to get possession of the same from him, and which this defendant has never since seen.

That on the same twelfth day of September he departed from said Guayaquil, in the same steamboat for Lima, leaving a part of said cargo at Guayaquil, in the hands of Messrs. Bartlett & Sweat, merchants there, to be sold for and on account of said owners, the particulars whereof appear in divers schedules, hereunto annexed, and arrived at Guama on or about the ninth day of October next following; and on the next day, while this defendant was on shore with several other passengers, an explosion of said boat took place, occasioned, as he was informed, and verily believes, by fire having been designedly communicated to a large quantity of powder, stowed in the run of said boat, with the trunks and baggage of the passengers, by a man who pretended to be the owner of the boat, by reason of which about fifteen persons lost their lives, among whom was said owner and the master of the boat; and several others badly wounded, among whom was the mate. The decks of the steamboat [were] blown off, most of the property on board destroyed—blown overboard and lost—among which was all the specie and all the goods he had on board, except one shawl, which was much damaged, together with nearly all his private books and papers relative to his own individual concerns, and some of the books and papers which related to the general concerns of the said owners. That on his return to the boat with the passengers who had been on shore with him, at the request of the mate and passengers he took charge of the boat and the remaining property.

That on the next morning he took a station in a conspicuous part of said wreck, and caused an examination and search to be made for every thing which remained on board; that every thing which was found was brought to him as found, of which he took an account as it was presented, and which was then passed to the chief engineer for safekeeping. That after said search and examination was completed, the engineer was requested to bring forward every thing in his possession into the presence of all the survivors for their inspection. The goods and specie found was again examined, and an inventory thereof taken by some of the other passengers, which was found to agree with the account first taken by him, this defendant. The money found was examined and counted over by each of the surviving passengers. In taking the account all the money found loose was taken an account of together; that which was found in trunks was inventoried by itself, showing the quantity found in each trunk, with notes annexed, showing the marks and numbers of each trunk from which it was taken. Such of the goods and clothing as were claimed by the respective survivors were delivered to them; what was known to belong to the master and owner, was delivered to the mate or engineer. No part of the money found was claimed by any of the survivors.

On a general consultation among the survivors, it was resolved that the money and other property saved, not belonging to the survivors, owners, and master, should be delivered to this defendant, as he was the greatest sufferer on board. The loose money found amounted to six hundred and twelve dollars; and all the money found in trunks, and the few articles of other property found on board, was carried by this defendant to Lima, at which place, at the request of the Columbian consul residing there, he delivered to such persons whom he pointed out as the surviving friends of the deceased passengers, such of said money and other property as they proved to his satisfaction belonged to their respective deceased friends; and all the residue thereof, except said six hundred and twelve dollars, he delivered over to said consul, for the use of the legal representatives of the late owners thereof, whenever they should appear.

That as it was impossible ever to ascertain to whom the said six hundred and twelve dollars belonged, by the assent and recommendation of said consul, mate, and passengers, he still retained the same.

That he struck an average of said last mentioned sum among the several persons whose money had been lost on board said boat, according to the several amounts which they had lost, as appears by said statement of average hereunto annexed, and numbered (64,) which he prays may be taken as a part of this his answer.

That on the twelfth day of the same month, he, with the other passengers, left said wreck, went on shore, procured mules and proceeded for Lima, where he arrived about the last of October in the same year.

That while at Lima he sold and disposed of certain merchandise for and on account of said owners, to the amount of $25,266 ½ rial, (twenty-five thousand two hundred [and] sixty-six dollars and half a rial,) as appears by the schedule hereunto annexed, and numbered (65,) which he prays may be taken as part of this his answer.

That while at Guayaquil, and when he was about placing said specie on board said steamboat, he was assisted by Capt. David Proudfoot in putting the same up, and getting the same on board secretly and without the knowledge of the officers of the customs, to avoid the payment of an export duty thereon. That the said Proudfoot counted and packed up six hundred doublooons, a part of which he took and concealed about his person; a part was taken by Mr. Sweat, one of the firm of Bartlett & Sweat, of Guayaquil, who concealed the same as aforesaid; another part was taken by the chief officer of Capt. Proudfoot's ship, and concealed as aforesaid; and the residue by him, this defendant, and concealed as aforesaid; after which the whole of said persons, with said doubloons, proceeded together on board said steamboat, and there deposited the same.

That after he arrived at Lima as aforesaid, he received from said Proudfoot, through the hands of said Bartlett & Sweat, a certificate of his knowledge of the shipment of said doubloons, sworn to before the American consul at Guayaquil; which said certificate, with this defendant's protest made at Lima, were, afterwards, in the month of May, A. D. 1826, forwarded by this defendant to said Edward Carrington & Co. and Cyrus Butler from Canton. That he has no other documents proving the shipment and loss of the specie, gold dust, and merchandise aforesaid; and which said certificate and protest are retained by the said Butler and E. Carrington & Co.

That after his arrival at Lima as aforesaid, he made up his account current with said owners, touching his business, receipts, and payments, for and on their account, which is hereunto annexed, and numbered (66,) which he prays may be taken as a part of this his answer.

That he also made out a schedule of the cargo of the said ship Mercury at Canton, in June, A. D. 1824, and how and where the same was disposed of, which is hereunto annexed and numbered (67,) which he prays may be taken as a part of this his answer.

That he also made up an account of the expenses of repairs made on the ship Mercury, in consequence of being dismasted on the eleventh of July, A. D. 1824, on the coast of Japan, which is hereunto annexed, and numbered (68,) which he prays may be taken as a part of this his answer.

That he also made up an account of the average accruing in consequence of the same disaster, which is hereunto annexed, and numbered (69,) which he prays may be taken as a part of this his answer.

That on the third day of November, A. D. 1825, at Lima, he, in his own name, chartered of Capt. Ebenezer Andrews, three-fourths parts of the ship Superior, belonging to the said Cyrus Butler, Edward Carrington & Co., and B. & T. C. Hoppin, and of which the said Andrews was master, on a voyage to Manilla, Canton, and back to South America, as appears by a copy of the charter party, which is hereunto annexed, and numbered (70,) which he prays may be taken as a part of this his answer.

That he took on board said ship Superior, chartered as aforesaid, for Canton, a quantity of gold, silver, and specie, of the value of $128,096 6½ rials (one hundred twenty-eight thousand and ninety-six dollars and six and half rials,) an invoice whereof is hereunto annexed, and numbered (71,) which he prays may be taken as a part of this his answer.

That the same gold, silver, and specie belonged to the following persons, as follows:

To Perkins & Co. - - - -	$28,742 00
" Charles W. Talbot - - -	570 87
" Samuel Russel & Co. - - -	2,661 94
" Thomas T. Forbes - - -	1,570 62
" Owners of ship Mercury - -	73,371 18
" Henry Mathewson - - -	20,775 50
" E. Lynch - - - -	238 20
" Stanhope Prevost - - -	166 50
	$128,096 81

That afterwards, on or about the twenty-eighth day of November, A. D. 1825, he sailed in said ship with the said gold, silver, and specie on board for Canton, by the way of Pita and Manilla, leaving sundry articles of merchandise, part of the cargo of the ship Mercury, in the hands of Messrs. Alsop, Wetmore & Co. for sale, for and on account of said owners of the same ship, which are specified in the schedule hereunto annexed, and numbered (72,) which he prays may be taken as a part of this his answer.

That he arrived at Pita on or about the third of December next following for refreshments, whe[re] he and the said Andrews purchased and took on board old silver of the value of $247 84 (two hundred forty-seven dollars and eighty-four cents) on their own account, and sailed from there the day next following, and arrived at Manilla on the eighteenth of February, A. D. 1826; where he purchased a cargo of rice and paddy for and on account of the said owners of the said ship Mercury, and the said Andrews, master of said ship Superior, an invoice whereof is hereunto annexed, and numbered (73,) which he prays may be taken as a part of this his answer; three-fourths parts he charged to said owners of the ship Mercury.

That, while at Manilla, he paid out divers sums of money for and on account of said owners and said Andrews, which are specified in the schedule hereunto annexed, and numbered (74,) which he prays may be taken as a part of this his answer; three-fourth parts whereof he charged to said owners.

That, while at the same place, he and the said Andrews purchased and took on board on their own account, about fifteen pounds of tortoise shell; that at the same place he took on board on freight for Canton (1,018) ten hundred and eighteen bars of iron on account of Buretto & Co.

That he sailed from said Manilla for Canton on or about the seventh day of March next following, and arrived at said Canton on or about the fourteenth of the same month; at which place he sold said cargo of rice and paddy, the account sales whereof [are] hereunto annexed, and numbered (75,) which he prays may be taken as a part of this his answer.

That at the same place he sold the whole of said gold, pina, and silver from the former cargo of the ship Mercury, among which was found a large quantity of copper nails, old iron, dirt, and two four pound copper shot; an account sales whereof is hereunto annexed, and numbered (76,) which he prays may be received as a part of this his answer.

That, at the same place, he purchased and took on board divers goods, wares, and merchandise, of the produce and manufacture of that country, for and on account of the owners of said ship Mercury and the said Andrews, master of said ship Superior, an invoice of which is hereunto annexed and numbered (77;) which he prays may be taken as a part of this his answer.

That, at the same place, he purchased and took on board, for and on his own account, divers goods, wares, and merchandise, of the produce and manufacture of that country, an invoice whereof is hereunto annexed and numbered (78;) which he prays may be taken as a part of this his answer.

That, at the same place, he took on board divers goods, wares, and merchandise, belonging to divers persons, on freight for South America, as per the invoices thereof hereunto annexed, and numbered (79,) (80,) (81,) (82,) (83,) (84,) (85,) (86.)

That he, at the same place, took other goods, wares, and merchandise on board, on freight for Lintin, for which he received $860 50, eight hundred sixty dollars and fifty cents; for three-fourths of which he credited said owners of the ship Mercury.

That, while remaining at Canton, he paid out divers sums of money, for and on account of the said owners of the ship Mercury, and said Andrews, which are specified in the schedule hereunto annexed, and numbered (87;) which he prays may be taken as a part of this his answer.

That, while at Canton, he made up his account current with said owners, which is hereunto annexed, and marked (87 A;) which he prays may be taken as a part of this his answer.

The several accounts of sales of freight taken on board at Canton, as aforesaid, are hereunto annexed, and marked C, D, E, F, and G; which he prays may be taken as a part of this his answer.

That he sailed from said Canton in said ship Superior, with said cargo, freight, &c. on board, for Valparaiso, on or about the seventh of June in the same year, at which place he arrived in said ship on or about the fifth of October next following.

That, at said Valparaiso, he disposed of a part of said cargo, an account of sales whereof is hereunto annexed, and numbered (88;) which he prays may be taken as a part of this his answer.

That, at the same place, he paid divers sums of money, for and on account of said owners, and the said Andrews, which appear in the schedule hereunto annexed, and numbered (89;) which he prays may be taken as a part of this his answer.

That, at the same place, he retained, for freight on the goods before taken on freight as aforesaid, and there sold, three-fourths of $1,494 25, as appears by the freight list hereunto annexed, and numbered (90;) which, with the statements subjoined thereto, he prays may be taken as a part of this his answer.

That five set of trunks, one set of clothes-baskets, and two lots chairs, were, with other goods, deposited in the custom-house stores at said Valparaiso, and were either retained by the officers thereof, or stolen therefrom, as the same has not been accounted for.

That, on or about the fourteenth of the same month, he sailed in the same ship with the residue of said cargo and freight for Lima, where he arrived on or about the twenty-second of the same month, and landed said cargo and freight; which was completed on the seventh day of November next following, and said ship Superior was given up to the said Ebenezer Andrews, the master.

That, on the sixteenth day of Dec., A. D. 1826, he shipped to the said Butler and E. Carrington & Co., from Lima, twenty thousand dollars in specie, in the ship Superior, Captain Andrews, as appears by the invoice thereof hereunto annexed, and numbered (91;) which he prays may be taken as a part of this his answer; which, with the charges thereon, amount to $21,042—twenty-one thousand and forty-two dollars.

That, on the fifteenth day of January, A. D. 1827, he shipped to the said Butler and E. Carrington & Co., from Lima, the sum of $30,000—thirty thousand dollars—by the ship Portia, Capt. Lemuel C. Tripp master, as per the invoice thereof hereunto annexed, and numbered (92;) which he prays may be taken as a part of this his answer; which, with the charges thereon, he charged to them.

That, while he remained at said Lima, he paid divers sums of money, for and on account of said owners, the items whereof appear in his account current with said owners, and is hereunto annexed.

That, while he remained at the same place, he received from the said Alsop, Wetmore & Co. an account of sales of sundry merchandise left with them for sale in the year 1825, for and on account of said owners, amounting to the sum of $1804 7½ rials—eighteen hundred and four dollars and seven and a half rials—as appears by the schedule hereunto annexed, and numbered (93;) which he prays may be taken as a part of this his answer; and credited same amount to said owners.

That afterwards, on or about the sixteenth of January, A. D. 1827, he left said Lima for Valparaiso on board said ship Portia, to finish the settlement of the ship Superior's business at that place, and agreed to pay the master the port charges of his ship at that place for his stopping there with this defendant, for him to settle the business of said ship Superior, which port charges amounted to seventy-nine dollars and twelve and a half cents; which sum he paid and charged to said owners, and arrived there on or about the fifteenth of February next following.

That, at Valparaiso, he purchased a quantity of copper, for and on account of said owners, an invoice whereof is hereunto annexed, and numbered (94;) which he prays may be taken as a part of this his answer.

That he sailed from Valparaiso, in said ship Portia, for the United States of America, by the way of Coquimbo and Huasco, on or about the twentieth of said February; that, in the month of March following, he arrived at said Huasco; that while at Valparaiso, Coquimbo, and Huasco, he incurred and paid divers expenses, for and on account of said owners, which are named in the account thereof hereunto annexed, and numbered (95;) which he prays may be taken as a part of this his answer.

That he sailed in said ship from Huasco some time in the same month, and arrived in the city of New York in the early part of June in the same year, 1827, and some time in the same month he arrived in said Providence. That soon after his arrival in said Providence, he delivered to the said Edward Carrington & Co. his final account current up to that time, a copy whereof is hereunto annexed, and numbered (96;) which he prays may be taken as a part of this his answer.

That on his arrival in Lima, in October, A. D. 1826, as aforesaid, he delivered into the hands and possession of the said Alsop, Wetmore & Co., all of the cargo and freight of said ship Superior, not before disposed of as aforesaid, or herein before accounted for, for them to sell and account for; that they did proceed and sell portions thereof, as herein before stated, before this defendant's departure from said city; that at his departure from said Lima as aforesaid, for Valparaiso, in January, A. D. 1827, he left in the hands of said Alsop, Wetmore & Co., all the residue of said Superior's cargo and freight not previously disposed of, as herein before stated, and accounted for; that since his arrival at home, this defendant

has been advised by said Alsop, Wetmore & Co., and verily believes, that they have sold the principal part of said goods so left, and have sent their accounts of sales thereof, and their accounts current, to the said E. Carrington & Co. and C. Butler, and this defendant has also received from said Alsop, Wetmore & Co., copies of their said accounts of sales and accounts current so sent, since his arrival home; copies of which are hereunto annexed and marked (97) and (98,) (99) and (100.)

That since his return home, he has also received an account of sales from said Bartlett & Swett, of divers goods left with them as aforesaid, a copy whereof is hereto annexed, marked (102,) and made part of this answer; the net amount mentioned and credited in which, he has received since the commencement of this suit, and credited in his account in schedule marked (106.)

And this defendant, furthering answering, says, that while he was at Gibraltar with said ship Mercury, as aforesaid, in December, A. D. 1822, the said Benjamin James, then first mate of said ship, who, previously to this defendant's taking command of said ship, had brought said ship out, as master, from the United States as aforesaid, and who was then and there, in December, 1822, at said Gibraltar, entitled to his discharge, refused to proceed any further in said ship as mate, but was willing to remain in said ship, and proceed in her again round Cape Horn, for the pay and in the capacity of master, and not otherwise; that thereupon, this defendant, in consideration that he could then find at Gibraltar no other person in whom he could place confidence as first mate of said ship, or who was competent for that situation, and that the interests of the owners of said ship required an arrangement to be made to retain the services of said James, was induced to enter, and did enter, into a contract with same James, wherein and whereby it was agreed by and between this defendant, for and in behalf of the owners of said ship and the said James, that he, the said James, should nominally be the master of said ship, and receive for wages fifty dollars per month, and a privilege; (the amount of which privilege was and is stated in the shipping articles then and there executed, which this defendant has delivered as aforesaid to said E. Carrington & Co.;) but that the said ship should, nevertheless, be navigated and conducted, in every respect, under the direction and management of this defendant, and that his orders and instructions in regard to the courses of said ship, and all the navigation and conduct thereof, should be implicitly thereafter taken and pursued by said James, and obeyed by every person on board said ship to the same effect as if he, this defendant, still remained master thereof in name.

And this defendant further states, that afterwards, and during the whole time that said James acted as master of said ship, viz: from the time of entering into said contract at Gibraltar, as aforesaid, until the said ship was condemned, and the said James and all the

crew discharged, in Guayaquil, in June, A. D. 1825, as aforesaid, this defendant had, in fact, the same management, care, responsibility, control, direction, and guidance of said ship and her navigation, and gave orders and exerted himself therein in the same manner, as previously to the time when said James so became nominally master thereof; and that the sole object and effect of said contract with said James, was to retain and have for the owners of said ship the services which said James was competent and thoroughly qualified to render as first officer of said ship, and not to relieve this defendant from any care, duty, or responsibility as master thereof.

This defendant, further answering, says, that on the aforesaid voyage, in said ship Mercury, from Callao to Canton, he, this defendant, had on board ship thirty-five hundred dollars ($3,500) in specie, of his own individual property, which was placed and carried in the run in said ship's hold, in which place all the money of the owners of said ship was, also, at that [,] and at all times, stowed and carried; that at the time of taking his said money on board, he made a memorandum of the same, and of the amount of the freight thereof, in his private memorandum book, for the purpose, and with the intent to exhibit the same in the final settlement of his accounts with said owners, in order that if they should think it right to charge him with the freight thereof, the amount might be known; but, being his own money, he did not carry it into the accounts with the owners of said ship; and believing, that for the conveyance of his own private money to that amount, not interfering with the storage or freight of the ship in any respect, no freight would be charged him, he did not enter said sum in any account of goods taken on freight; and, in respect to all the articles of his private property, herein mentioned as taken on board said ship Mercury on his own account, without crediting the freight thereof in the account with the owners, he says that the said articles, being of small bulk, occupying no room to the exclusion of other property or freight, and not affecting, at any time, the plan of the voyage, nor on any occasion delaying, or tending to delay, alter, or affect, the proceeding of said ship, or any object of the owners thereof, and being entirely at his own risk, he believed, at the time, that the owners, taking into consideration the personal risks he had encountered, and peculiar services he had rendered, would not charge him with freight therefor; but, in order that they might have all the means of deciding properly on that point, he entered all said articles in the said private memorandum book at the times of their shipment, with the intent to exhibit them at the final settlement of his accounts; which memorandum book was lost in the explosion of said steamboat.

And this defendant states, that said ship Mercury was not, on any of said voyages, full or fully laden with goods or freight, but had, at all times aforesaid, a great deal of spare and unoccupied room, to occupy which no freight offered, nor had he sufficient funds to fill it up.

That the said sum of thirty-five hundred dollars, put on board and carried in said ship Mercury, as above stated, on his own account, consisted principally of a loan made to him individually, for which he gave his own individual and sole obligation, and was solely responsible; and partly was derived from divers compensations and gratuities made to him personally and for personal and individual services, some of which were of a confidential nature, which, in the troubled state of affairs in South America, it was in his power to render to several individuals of that country, and which were rendered by him after he had delivered the said first cargo of the said ship Mercury, while he was waiting from September, 1821, to June, 1822, for payment therefor from the Government, and while he was unable to enter into any employment of said ship or property of said owners, and at times when he could not do any act or perform any services to or for said owners, under his said contract, and without incurring any responsibility whatever on their account.

That upon chartering the said ship Superior as aforesaid, it was calculated and intended by him (under the supposition that said charter would be ratified by said owners of the Mercury) that the goods and property which he should and did put on board said Superior, for and on his own individual account, were to pay, for the conveyance thereof, their proportion of the sum contracted to be paid for the charter of said ship, and he credited the said owners with that proportion therefor accordingly.

That the money on board said ship Superior, owned by Perkins & Co. as aforesaid, was the proceeds of their adventure from Canton in the ship Murcury; that by the contract with them, on taking their goods from Canton in the Mercury, they were to pay as freight, one-third of the net profits on the sales of their goods in South America, and to have their proportion of the proceeds of said goods returned or carried by this defendant to Canton, Europe, or the United States, to which ever he should go, free of freight, and therefore no freight was charged thereon; that no freight was charged on the money of said Talbot, and Russell & Co., and Forbes, the same being the proceeds of their adventures, and under similar contract with the foregoing. On the said money of Stanhope Prevost, it was by this defendant, and by Captain Andrews, master of said Superior, deemed not proper to charge freight, in consequence of services the said Prevost had rendered the owners of said Mercury, in their business in South America, and of future service which, from his situation and friendly disposition, he might render on the return of the Superior to that country. That for similar reasons, no freight was charged to the said Lynch.

This defendant further answering, says, that in the course of his employment and transactions aforesaid, until the termination of said second adventure, by the condemnation and sale of said ship Mercury, he made several purchases, and did several acts, which are

hereinafter more particularly mentioned, believing that they would be attended with profit and advantage, and intending them at the time for the benefit and advantage of the said owners, if they should approve and ratify the same on advice thereof—which purchases and acts, he was not by his said contract or instructions, or in any wise by said owners, either obliged or authorized to make and do for them; that in so doing, he took upon himself, individually, the sole responsibility in case of loss; that he did believe, at the times of said acts, that the same would be approved and ratified by said owners, and taken to their own account and responsibility on advice thereof; that accordingly, he did advise them seasonably thereof, and request their approbation; that they did not, however, and have not to this day, expressed to him, in any mode, their approbation and ratification of such his acts and purchases; and that he has reason to believe, and does verily believe, that in the event of loss in consequence of said acts and purchases, the loss would have fallen on him alone, without any adoption of said acts, or participation in such loss by said owners; and that it was intended by said owners in such event, to leave the said acts and purchases unauthorized and unratified by them, and as and for the acts and purchases of this defendant, for and upon his own individual account alone.

And this defendant submits to this honorable court, for their decision thereupon, and claims and insists that such have been the refusals and neglects of the said E. Carrington & Co., and the said Cyrus Butler, to approve, adopt, and ratify, in a reasonable time after advice and request, the acts and purchases of this defendant, hereinafter more particularly mentioned, and made and done by him without obligation or authority as aforesaid, that they ought not now to be allowed to participate in the profits and advantages which have accrued thereupon; but all such profits and advantages ought to be decreed to belong to this defendant alone, and to be allowed to him accordingly in the account between him and them.

Whereupon, more particularly answering, this defendant says, that when the said ship Mercury was first placed under his control and command in Europe as aforesaid, there was no sextant nor chronometer belonging to said ship, both of which instruments were necessary for the prosecution of a voyage round Cape Horn; and the said James, who navigated said ship to Europe, informed this defendant, that said Carrington and Butler had informed him, that they should write to this defendant and request and authorize him to purchase a sextant on account of said owners of said ship; and this defendant was informed by masters of ships who had made the voyage round Cape Horn, that it would not be prudent for him to enter on said voyage without a good chronometer and an extra sextant, which was and is also the belief and opinion of this defendant; that although this defendant then and there owned and had a sextant, which he intended to carry, and did carry, with him in

said ship, yet he did not consider it prudent to go upon said voyage without another, for the use of said ship, in case of accident to his own; and that it is usual and customary for the owners of ships bound on such voyages, to furnish such instruments, at their expense, for the use of their ships; that thereupon, this defendant purchased of Captain Solomon Townsend, on the fifteenth day of January, A. D. 1821, for and on account of the owners of said ship Mercury, a good and sufficient sextant, and a good and sufficient chronometer, for the sum of five hundred and ninety dollars, for which sum he drew a draft on the said owners in favor of said Townsend, and advised them of said purchase and of said draft therefor, which said draft was, in due season, by said Townsend presented to said owners for their acceptance; that the said owners nevertheless refused to accept the said draft, upon the ground that said purchase was unauthorized by them, and as such, was considered by them solely for and on account of this defendant; that in consequence of said refusal, the said Townsend caused the bank stocks and insurance stocks of this defendant, in Providence, to be attached in a suit commenced by him for payment of said draft; and another, who had demands against this defendant, on learning that his property was so attached, also commenced suit against him, and attached all his real and personal property; and the property, interest, and credit of this defendant greatly suffered in said Providence in his absence, in consequence of said refusal of said owners to accept and pay said draft.

That upon this defendant's share of the purchase of goods by him and the said Lynch and Clark in Lima, in the year 1822, and shipped to Guayaquil in the brig Thetis, as hereinbefore set forth, there accrued a clear profit of seventeen hundred dollars, which was credited to the said owners, and received by said Jenks for them, and disposed of in manner as hereinbefore stated; of which purchase he duly advised said owners at the time, and about a month afterwards, wrote to them again, viz: in a letter in May, 1822, requesting to know whether they justified his said proceedings or not, of which letter they have acknowledged the receipt, but his said proceedings they never have ratified or adopted; and the said profit this defendant has charged to them in the account contained on schedule hereto annexed, and numbered (106,) which he prays may be taken as a part of this his answer. In which account, this defendant has credited all moneys in which the said owners have an interest, received by him *after* the commencement of this suit, viz: up to the time of swearing to this answer.

That while in Lima, in said year 1822, he joined with the said Lynch, and with M. Castilla and Juan Jose Sarratia, in the purchase of the cargo of the prize ship Nancy, without any authority therefor from the said owners, in which purchase he employed none of the funds of the said owners, nor used, nor in any manner gave or pledged their names or responsibility; that previously to the

making of said purchase, he had entertained the hope, inasmuch as said cargo of goods was to be disposed of under the direction and for the benefit of the Government, that he might obtain a portion thereof in part pay of the sum due from the Government to said owners of the Mercury; but the Government utterly refused to sell, and to allow him to purchase the same on that account; and he thereupon, believing the purchase would be profitable, became concerned therein as aforesaid, which was made in the names of the said Lynch, Castilla, and Sarratia; that he duly advised said owners at the time of his said purchase, and afterwards, in his said letter in May, 1822, requested them to write and state to him whether they justified his said proceedings or not—which proceedings they have never ratified and taken to their account. That upon the sales of said cargo, so purchased, there accrued to the share of the concern taken by this defendant, a clear profit and gain of four thousand seven hundred and fifty-four dollars and fifty cents, which sum made part of the specie shipped as aforesaid, on said owners' account, from Lima to Gibraltar, and which this defendant has charged to them in the account on said schedule No. 106, hereto annexed, and made part of this answer.

That while at Valparaiso, in May, A. D. 1823, he conveyed on board said ship Mercury, of the *of the* owners of said ship, in doubloons, which, as well as all specie, were subject to an export duty of five per cent., money to the amount of twenty-eight thousand dollars, conveying the same on board in such small sums and numbers at a time as might be conveniently placed and disposed about the person; that by this he individually risked, at every time, in case of discovery, the particular sum that might be found on him at the time of such discovery, which, in such event, being unauthorized by said Carrington & Co. and Butler, must have been his own loss; that they have never justified his said proceeding; and that said sum of money was thus by him exported free of export duty, and the sum of fourteen hundred dollars was thereby saved.

That afterwards, at Mazatlan, in February, A. D. 1825, he conveyed on board, and exported of the property of said owners, twenty-eight thousand dollars in silver, subject to export duty of seven and a half per cent., in like manner, and attended with like circumstances and risk, by which there was saved the whole amount of the export duty thereon, viz., the sum of two thousand one hundred dollars; which sums, amounting to thirty-five hundred dollars, are stated in said schedule (106.)

That after the said new voyage and adventure mentioned and provided for in the said contract between this defendant and the said Edward Carrington & Co. and Cyrus Butler, as set forth in said bill, was terminated and ended by the loss, condemnation, and sale of said ship Mercury and her appurtenances, in manner as herein before stated, this defendant did apply himself diligently to place the proceeds and funds resulting from said adventure, and

remaining in his hands, or under his control, in a situation most advantageous to the interests of all concerned, and such as he believed would be according to the wishes of said E. Carrington & Co. and C. Butler. That with this view, and with a view to a further adventure, undertaken upon his own responsibility, and without any contract or authority therefor on the part of said Butler and Carrington & Co., he chartered, in his own name, three-fourths of said ship Superior, as before stated, for the purpose of conveying to Canton the funds and proceeds resulting from said terminated adventure; and for the further purpose of prosecuting another adventure from Canton to America, in which other adventure, previous to chartering said ship, and at the time thereof, he was willing that the said Carrington & Co., and the said Butler and himself, should be jointly interested, in the same proportions as in the adventure in said ship Mercury, if they should agree thereto; that accordingly he wrote to them two letters, stating his views and expectations in that particular, and advising them of his intention to charter, and of his having chartered, said three-fourths of said ship Superior; one of which letters was written on the sixteenth day of August, A. D. 1825, and the other on the sixteenth day of November, A. D. 1825, and duly forwarded, copies of which are hereunto annexed, and marked (a) (b.)

That he expected that, on the receipt of said letters, the said Carrington & Co. and Butler would, by a communication to his friend, or agent and attorney, to them known in Providence, or by a letter to himself, express their ratification and adoption of his said act, and their participation in said adventure, or otherwise it would remain at his, this defendant's, own risk, for profit or loss; that no communication to the above mentioned effect was made by said Carrington & Co. and Butler, nor did they ever express in terms to this defendant, either in writing or otherwise, that they approved, adopted, or ratified said act, or that they would be concerned in said new adventure, or participate in the profit or loss thereon; that he received from them a letter on the subject of his said adventure in said ship Superior, whereof a copy is hereto annexed, and marked (d,) which he received after the safe return of said ship with her cargo to South America, and was handed him there by Messrs. Alsop, Wetmore & Co., the date of which letter is July 10th, 1826.

But this defendant avers, that during his voyage and adventure in said ship Superior, and before the same was terminated, the said E. Carrington & Co. and Butler did expressly disavow the same to his agent and attorney in Providence aforesaid, and, as he verily believes, to other persons also; that previous to his leaving said Providence for Europe, before the commencement of said first voyage in the Mercury, he, this defendant, made and delivered to, and left with, his wife his general power of attorney, to act for him in his absence, by virtue whereof she did so act for him as his at-

torney and agent in his absence accordingly; all which was then and there known to said Carrington & Co. and Butler. That before leaving Providence, as aforesaid, it was agreed verbally by and between said Carrington & Co. and Butler and this defendant, that they should and would supply her, on his account, with money, at such times as she should request the same, in sums that should be reasonable, from time to time, for necessaries, so long as he, this defendant, should continue to be abroad employed in the voyages, adventures, business, and concerns in which they, the said Carrington & Co. and Butler, had or should have an interest. That accordingly, during the whole time of the continuance of said voyages and adventures in the ship Mercury, and until the same were terminated by her sale, they did, from time to time, on the requests of his said wife, supply her with sums of money as aforesaid. That after they had received advice of said sale of said Mercury, and of this defendant's new adventure in said Superior, and of his having actually sailed in said ship Superior, viz., about the last of August, A. D. 1826, being before the return of said ship Superior to South America from Canton, and before the defendant's adventure therein was terminated, they, the said Carrington & Co. and C. Butler, were applied to by the wife of this defendant for a reasonable sum for necessaries, as aforesaid, to which application the said Carrington & Co. immediately wrote and sent to her an answer, of which a copy is hereto annexed, and marked (e;) that afterwards, the son of this defendant was sent by his said wife to the counting-house of said E. Carrington & Co. for the same purpose, and to obtain an answer, and was there told by one of said company never to come there again for money for this defendant's account, as they should never advance any more; and about the same time, after, as this defendant believes, a conference on the subject between said Carrington & Co. and the said Butler, this defendant believes that they unitedly wrote and sent a letter to his said wife, stating in substance that the joint adventure and voyage of this defendant with them, under their contract and agreements, being terminated and ended, they should not any longer supply or advance to her money on his account, nor consider themselves bound so to do under said agreement, to advance as aforesaid; which letter this defendant thinks, and verily believes, that he, after his return home, found in the possession of his said wife, signed by said Carrington & Co. and Butler, but which he believes has since, by some accident, been lost or destroyed, and this defendant is therefore not able to give a copy thereof. And further this defendant states, that afterwards, the said Carrington [& Co.] and Butler would not, and did not, advance or supply any more money to his said wife, in manner as they had, from time to time, during the voyage and adventure of the Mercury, done, though they were expressly thereto requested by his said wife, but did in terms and verbally, when requested, refuse so to do, on the ground that the voyage and adventure car-

ried on under their contract was ended, and that this defendant had gone off in another ship to Canton.

Whereupon this defendant submits to this honorable court for their decision, and claims and insists that neither the said plaintiff, nor the said Edward Carrington & Co. and Cyrus Butler, are entitled to any portion of the profits and proceeds of said adventure of this defendant in said ship Superior, nor to ask for an account thereof from this defendant to them, in manner as in said bill claimed and asked; but, on the contrary, are bound to account to this defendant for the amount thereof, which has all been received by them in manner as herein before and in said annexed accounts mentioned, and ought to be charged therewith by this defendant, and to be decreed to repay the same to this defendant, according to the statement in the account on the schedule hereto annexed, and numbered (107;) which he prays may be taken as part of this answer.

But if this honorable court should adjudge and decree that the said E. Carrington & Co. and the said Cyrus Butler were, and are, entitled to participate in said adventure and profits, then this defendant insists and claims that he is entitled to a just, liberal, and equitable compensation for his services, perils, and personal responsibilities in and about said adventure, far beyond the amount of compensation stipulated in said contract for said former adventure, and prays the decree of this honorable court for an adequate sum to be allowed to him therefor accordingly.

And this defendant, further answering, says: that he never had, or received any goods, wares, merchandise, moneys, or other property belonging to the said owners of said ship Mercury, or in which they, or any of them, had any interest, for and on account of said voyages and adventures, or any of them, other than what is before specified.

That, during all the period aforesaid, he never proceeded with said ships, or either of them, to any ports or places other than as before stated.

That he never took on board either of said ships any other passengers.

That he never took any other freight on board of either of said ships.

That he hath no further knowledge of any adventures on board of either of said ships, or of the costs, value, or particulars thereof.

That he had not, at any time, on board of either of said ships, on his private account, any other goods, wares, merchandise, money, clothing, or other property of any kind, except what was contained in his private state-room, and in his private chest and trunks which were in his private state-room, and which did not exceed in number and size those which a shipmaster or supercargo [not entitled to privilege] is accustomed to have for his personal accommodation, and in the contents of which the said Butler and Edward Carrington & Co. had no interest whatever.

That he has never taken, retained, appropriated, or made use of any of the goods, wares, merchandise, moneys, bills, or other property of said owners of said ship Mercury, in any other way or manner than as above stated.

That during the whole time he was prosecuting the voyages and adventures aforesaid, he, from time to time, and as often as was practicable, forwarded to the said Butler and Edward Carrington & Co. all proper and necessary accounts, vouchers, documents, and other information touching said voyages and adventures, and of all his proceedings in the premises; and very soon after his return to the United States as aforesaid, he delivered over to the said Edward Carrington & Co., for their information and accommodation, and for the information and accommodation of all persons interested, all other accounts, documents, and vouchers which he, this defendant, conceived would be useful or necessary to finish and complete a final settlement between all the parties concerned; and then, and often since, has offered to deliver to them, the said Butler and Edward Carrington & Co., any and all other such accounts, documents, vouchers, and information, as they might find necessary for a final settlement of all said concerns; and from the time last aforesaid up to the exhibition of the bill of complaint aforesaid, he was ever ready, willing, and desirous to come to a full, final, and equitable settlement, and account with the said Butler, Edward Carrington & Co., and all other persons (if any there be) who are interested, touching the premises aforesaid.

That he has often requested the said Butler and Edward Carrington & Co. to come to a full, final, and equitable settlement, and account in the premises with him this defendant, and to name and appoint a time convenient to them therefor; which they, under various pretences and excuses, have neglected to do.

That among the accounts, vouchers, and other documents, so by him forwarded and delivered to the said Butler and Edward Carrington & Co., were many original papers, of which he, this defendant, hath no copy, transcript, note, or memorandum, and without which he cannot make a more full answer and perfect defence to the bill of complaint aforesaid.

That he forwarded and delivered all of said accounts, vouchers, and documents, to the said Butler and Edward Carrington & Co., without taking any receipt therefor, under the full faith and confidence that they would return the same to him on request, and whenever it should be material for him to have possession of the same.

That soon after the exhibition of said bill of complaint, and at divers times since, he has requested the said Butler and Edward Carrington & Co. to return and deliver to him, this defendant, said accounts, vouchers, and other documents, which they and each of them have ever neglected and refused, and still do refuse to do. The last of which said neglects and refusals is contained in a cer-

tain letter addressed by them, the said Cyrus Butler, Edward Carrington, and Samuel Wetmore, to Philip Crapo, counsel for this defendant, bearing date on the twenty-sixth day of July, A. D. 1830, a copy whereof is hereunto annexed, and numbered (;) which he prays may be taken as a part of this his answer.

That, according to his best knowledge and belief, all the accounts which are herein referred to, and which are hereunto annexed, are just and true, and accurately stated; but he, this defendant, admits that errors may exist in said accounts which need to be corrected, but which he cannot correct in consequence of the detention aforesaid of his accounts, vouchers, and documents aforesaid; which said errors (if any) he prays may be corrected by this honorable court.

And this defendant avers that he herewith produces, and files in the office of the clerk of this honorable court, all the original books, accounts, papers, writings, and letters, of all goods, wares, and merchandise, specie, and other property, or which relates thereto, taken on board said ship Mercury on account of the owners thereof, or in which they have any right, title, or interest; and also the original charter-party of the ship Superior, Captain Andrews; together with all the original books, invoices, papers, letters, accounts, and writings, which in any way or manner relate to any goods, wares, or merchandise, specie, or property, shipped on board ship Superior at said port of Lima, or at any other place, for and on account of the owners of said ship Mercury, or in which they had any right, title, or interest, which are in his possession or under his control.

And this defendant denies all, and all manner of, unlawful combination and confederacy wherewith he is by the said bill charged, without there is any other matter, cause, or thing in the complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein or hereby well and sufficiently answered, avoided, traversed, or denied, is true, to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct; and hereby prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

HENRY MATHEWSON.

PHILIP CRAPO,
JOSEPH L. TILLINGHAST,
Of counsel for defendant.

PROVIDENCE, *sc:*

In Providence, this fourth day of September, A. D. eighteen hundred and thirty, sworn to before me.

WM. S. PATTEN, *Jus. Peace.*

No. 1.

The owners of ship Mercury in account current with Henry Mathewson.

	Dr.		
1821.			
February.	To amount invoice of arms shipped at Bremen, 1821 - - - - - -	$72,533 63	
	To amount invoice 8 cases linen shipped at Bremen, 1821 - - - - -	4,585 10	
	To invoice glassware - - - -	1,323 07	
	F. & C. Delieus' bill disbursements - -	535 61	
	To brokerage, stamps, &c. charged by F. & C. Delius at Bremen, 1821 - - -	149 36	
	To piloting ship from the Texel to Grotonseel, 1821 - - - - -	100 00	
	R	79,227 33	$59,421 09
	To my bill disbursements at Bremen, 1821 -	–	891 94
	To Solomon Townsend's bill for chronometer and sextant, ship's use - - - -	–	590 00
	To Captain Benjamin James' bill for sundries for ship at the Texel, 1821 - - -	2,522 07	1,008 94
	To amount Captain Benjamin James paid seamen at Newdeep, 1821 - - - -	–	52 25
	To set of charts of the Pacific Ocean - -	–	24 00
	To cash paid Thomas Dickerson & Co., balance of account, April 2, 1821—£5 12 8 sterling.		
			61,988 22
	To cash carried to new account, folio 2d -	–	77 32
			$62,065 54
	Cr.		
1820.	By cash of E. Carrington & Co., Oct. 16, 1820	–	$138 35
	By my order on Bryant & Sturges, Oct. 20, 1820	–	100 00
	By sundry drafts on Daniel Cromlin & Son, at Amsterdam, February and March, 1821 G Equal to rix dollars, $79,515 67 Allowance on linens, 16 63	158.817.7	
	$79,532 67 equal to	–	59,649 59
	By cash received of D. Cromlin & Son - G	3350	1,340 00
	" 80 cases gin to Captain Benjamin James G	369	147 60
	" order on you, 15th January, 1821, favor of Solomon Townsend - - -	–	590 00
	By cash Captain Benjamin James received of Hogland, G 150; by cash do. for ballast, G 100	–	100 00
	By cash ordered D. Cromlin & Son, to pay F. & C. Delieas, April 2, 1821—£5 12 8 sterling.		
			$62,065 54

(1 A.)

Ivventory, ship Mercury, Captain Mathewson.

Cabin furniture purchased with the ship.

6 chairs	3 candlesticks
1 cabin lamp	1 pair snuffers

2 binnacle lamps
1 dozen knives and forks
2 soup ladles
4 small spoons
3 large do
1 castor with bottles
1 soup tureen
2 hand basins
4 kids
2 shark hooks
4 decanters
4 wine glasses
2 binnacle time glasses
2 log glasses
1 deep sea lead and line
2 hand leads and line
1 pair flesh forks
1 harpoon
1 keg white paint
3 stew-pans
4 bake-pans
2 speaking trumpets
1 coffee pot
1 old tea kettle
1 cook's ladle
1 old frying-pan
1 bread basket
1 pair old steelyards
2 crowbars
1 lightning rod
3 buckets
3 mess kegs
1 lamp feeder
1 dust pan

Cabin furniture purchased from Dyers & Co., and others, with tools.

1 teapot
1 cook's ladle
6 iron table spoons
6 do tea do
1 sugar bowl
1 chopping knife
1 coffee mill
6 half-pint mugs for coffee
1 pair small steelyards
1 dust brush
1 pair bellows
1 dozen tumblers
1 brass cock
1 mortar and pestle
1 copper hand-pump
1½ yds. green baize for table
4 cooper's punches
2 copper do
2 belaying pins
2 rasps
6 saw files
2 flat files
1 saw set
1 screw augur, ea. ¾, 1, 1¼, and 2 in.
1 mortice chisel, ea. 1, 1½, & 2 in.
4 caulking irons
1 caulking mallet
1 iron square
1 hand-saw
1 nail hammer
1 pump do
1 chalk line
7 lbs. cooper's rivets
1 cooper's adze
100 sail needles
6 palm irons
1 dozen gimblets, assorted
1 tea-kettle
10 lbs. 10d. wrought nails
10 " 8d. do
10 " 6d. do
36 lbs. cut nails, assorted
5 lbs. 4d. clout nails
½ M. clapper do
2 M. 10 oz. tacks
1 large iron pot
1 hand vice
4 sides leather, 55 lbs.
2 lbs. brimstone
1 jug paint oil
6 ps. Raven's duck
4 ps. Russia
1 dozen log lines
1 deep sea line, 32 lbs.
1 log slate

6 slate pencils
2 papers ink powder
3 quires log paper
2 quires writing do
1 bunch quills
3 nautical almanacs, 1820, 1821, 1822
1 glass lantern to hang in cabin
1 medicine chest, complete
1 pail containing salts and the key for medicine chest
1 M. feet pine boards
6 plank, 2 in.
1 keg white lead

1 14-second glass
1 28 do do
1 horn lantern
1 corks do
1 coffee pot
1 water pitcher
1 ½ gallon } tin measures
1 quart
1 pint
1 ½ pint
1 tin tunnel
6 tin cups
1 tin tea cannister, 15 lbs.

Provisions and cabin stores.

13 hhds. and 21 barrels pilot bread from Potter's bakehouse.

No. 1,	250 lbs. net.	No. 6,	219 lbs. net.	No. 11,	231 lbs. net.
2,	230	7,	257	12,	198
3,	223	8,	244	13,	260
4,	270	9,	285		
5,	249	10,	233		689
					1,238
	1,222		1,238		1,222
					3,149
		2 bbls.—No. 1,	70		
		2,	69—		139
					3,288

19 hhds. and 1 bbl., G. Weeden & Co.

No. 14,	246	No. 19,	277	No. 24,	266
15,	288	20,	270	25,	250
16,	260	21,	275	26,	270
17,	271	22,	261	27,	270
18,	275	23,	257	28,	285
	1,340		1,340		1,345
No. 29,	279				1,340
30,	314				1,340
31,	269				1,131
32,	269				74
	1,131				5,230
1 barrel,	74				
30 bbls. navy bread					2,221
					10,739

25 barrels prime pork
47 do mess beef
23 do prime
4 hhds. } potatoes, 50 bushels.
1 tierce }
1 barrel }
11 cords wood
4 half barrels flour
2 whole barrels do
1 box Souchong tea, for cabin use, 30 lbs.
1 chest do, for people, 74 lbs.
1 barrel sugar, 2 0 16 lbs. net
4 kegs rum, 65¼ gs., ship's use
24 bottles gin, 5 galls. do
4 lbs. mustard
6 lbs. black pepper
36 lbs. cod fish
1½ lbs. lamp wick
12 lbs. hard soap
4 cheeses, 68 lbs.
3 barrels vinegar
1 lb. Cayenne
1 keg tobacco, for Capt. Mathewson, to sell the crew, 174 lbs.
3 firkins butter, 141 lbs.
2 barrels beans, 7 bushels
0½ barrel lamp oil, 15 gls.
1 jug do, 5 gls.
2 barrels cider
1 box candles, 30 lbs.
3 barrels corn, 10⅓ bushels
2 barrels mackerel
16 lbs. loaf sugar
1 barrel corn meal, 3¼ bushels
3 flasks oil (sweet)
1 tierce rice, 4 1 9 lbs.
1 bag Java coffee, 93½ lbs.
1 barrel pitch
6 barrels tar
59 lbs. twine
4 barrels molasses, 115 gls.
2 grind stones
12 pair stockings, to sell the crew
12 baize shirts, for ditto
6 hand cuffs
Spare hooks and thimbles
8¾ lbs. hooks and thimbles
1 swivel do
10 hooks and thimbles
17 common thimbles
8 welded do
7 small and large staples
1 cold chisel
1 sow with pig
2 chests of carpenter's tools of every sort and kind, which ought to be taken great care of.

Amount.

6 long guns
6 carriages
90 cannon
100 muskets
24 breeches
6 rammers
2 worms
2 lint
3 gunners
3 lbs. matches
2 priming
6 muskets
3 kegs
4 cartouche
6 board.
1 old saw
5 compasses
20 coils spare cordage weighing 19 1 16.
1 chart of the North sea
Spare hanks, trucks and brooms, & scrubbing brush.

PROVIDENCE, *Nov.* 16, 1820.

(1 *B.*)

Of slops shipped on board the
ury, and consigned to Capt. Mathewson,
for the use of the ship's crew from time
they may need, charging them suitable
refor

12 red flannel shirts, $3 - - - - -	$36
12 pair yarn stockings, 75 c. - - - -	9
1 keg tobacco, 174 lbs., 25 c. - - -	41
	$86

E. CARRINGTON & CO.

PROVIDENCE, *Nov.* 15, 1820.

No. 2.

Disbursements ship Mercury at Amsterdam and Bremen, 1820 & 1821.

1820.			
Octob'r 20	Passage to Boston, and dinner - - -	$4 50	
	Board at Boston $4 50, fowls, ship stores $6 -	10 50	
			15 00
	Passage from Boston to Rotterdam in schooner James, November, 1820 - - -		100 00
	Passage on shore at Helvassleus, 24th Nov. -	*G.* 3 00	
	Passage from Helvassleus to Rotterdam - -	32 00	
	Lodgings at Rotterdam 3 *g.*, passage to Arclan -	32 00	
	Board at Amsterdam, bill - - - - -	108 00	
1821.	Room and lodging at Amsterdam - - -	85 08	
Febr'y 15	Passport from consul 4 *g.*, dinner 2 *g.* - -	6 00	
16	Drink money to driver 2 *g.*, passing ferry 1 *g.* -	3 00	
	Supper and lodgings at Duventer - - -	4 00	
17	Victuals 3 *g.*, fowls *g.* 2 12, driver 2 *g.* - -	7 12	
	Passages to Out Matteen 20 *g.*, loss on gold 1 14 *g.*	21 14	
	Supper and lodgings 3 *g.*, towels 2 *g.* - -	5 00	
18	Passage to Ling 13 *g.*, breakfast and lodgings *g.* 3 11	16 11	
	Tolls 5 *g.*, pass 2 *g.*, driver 2 *g.*, to Halsluck 11 *g.*	21 00	
	Driver's supper and lodgings - - -	5 02	
19	To Luninburgs 8 *g.*, driver 2 *g.*, victuals 4 *g.* -	14 00	
	To Wilkhawsen 9 *g.*, tolls 4 *g.*, driver 2 *g.* -	15 00	
	To Clopenburge 8 *g.*, tolls and driver *g.* 4 10, supper 4 *g.* - - - - - - -	16 10	
20	To Brémen 20 *g.*, tolls and driver *g.* 6 12, breakfast *g.* 1 12 - - - - -	28 04	
	Guilders at 40 c. each - -	424 01	169 62
	Passage from Bremen to Hamburge, expenses there, and passage back to Bremen, from the 3d to the 9th February, 1821 - - - -	*R.* 67 12	
	Expenses going from Bremen to Amsterdam, February the 9th to 12th, 1821 - - - -	120 16	
	Board at Amsterdam, February 24, 1821 - -	24 00	
	Room and lodgings at Amsterdam, Feb. 24 - -	10 13	
	Passage and expenses from Amsterdam to Bremen, February 28, 1821 - - - -	122 12	
		345 13	188 28

No. 2.—Continued.

1821.			
Feb'ry 20	Passage from Bremen to Grotensel, March 12, 1821	*R.* 6 00	
	Victuals and lodgings, Grotensel - - -	4 00	
	Board at Bremen, bill, 29th March, 1821 - -	128 06	
			103 56
	Two month's advance paid Wm. Hammer's at Bremen, March 20, 1821, as steward of ship, $11 per mo. - - - - - - -	22 00	
	Consul's bill, endorsing ship's papers at Bremen, March, 1821 - - - - - -	8 00	
			30 00
	Carried forward, -		$556 44
1821.	Amount brought forward -		$556 44
March 29	Passage for self and steward to Braks - -	*R.* 3 00	
	Water, Reuleff's bill, r. 11 2, lighterage r. 8 -	19 03	
	15 fathoms, Wood's bill, ship's use - - -	57 36	
	6 pigs r. 21 36, pump tacks r. 1 12 - - -	22 48	
	Lime 18, onions r. 1 24 - - - -	2 12	
	4 flannel shirts r. 1 63 each - - - -	7 36	
	4 pr. drawers r. 1 48 and 6 48, 1 blanket 2 36 -	9 12	
	24 brush brooms 48, 1 harpoon r. 1 36 - -	2 12	
	16 bushels barley r. 12, 20 doz. eggs r. 2 48 -	14 48	
	96 bottles beer r. 16, 95 fowls r. 26 41 - -	36 41	
	462 lbs. junk r. 5 36 q., r. 25 36, wine glasses 24 -	25 54	
	807 lbs. beef r. 7 36 quintal - - - - -	60 36	
	140 lbs. beef r. 7 quintal - - - -	9 58	
	Board at Braks, self and steward - - -	13 44	
	Boat hire at Braks - - - - -	8 36	
	2 month's advance to J. Seaman, shipped at Braks, April 2, 1821, receipt, - - - -	58 00	
	Piloting ship from Grotensel to Bigmeber - -	15 00	
	Piloting ship from Bremenla to sea, bill - -	40 18	
	1 short jacket r. 6 36, 3 pr. trowsers r. 3 36 -	10 00	
	Barley and Cees, ship's use - - - -	9 36	
	200 lbs. Hams, ship's use, r. 14, 75 cents each -	28 00	
		R. 449 25	335 56
			$891 94

No. 3.

Invoice of Cargo of ship Mercury, taken on board at Providence, R. I., Amsterdam, and Bremen, 1820 *and* 1821.

No. 1 a 40 S. M.	40 hhds., 4,622 gallons new rum, 50 cts. per gal.	–	$2,311 00
	25 pipes, 30 half pipes, 100 quarter pipes, 100 anchors. } Gin shipped at Ams'rdam.		
	5,386½ vests, at g. 18 - - - - -	*G* 4,570 17	
	Expenses of casks, &c. - - - - -	3,455 06	
	520 casks gin - - - - -	2,331 00	
	Commissions charged by D. Cromlis - -	268 03	
		G 10,625 06	4,250 12

No. 3—Continued.

	428 boxes, 10,848 muskets, invoice - -	*R*58,197 52	
	2 boxes, 60 carabines, do - -	216 50	
	17 boxes, 510 rifles, do - -	2,111 14	
	63 boxes, 4,650 sabres, do - -	11,265 10	
	32 casks, 3,200 pounds gunpowder, do - -	743 09	
(M's) No. 1	1 box, 192 quart tumblers, 69 grts. per dozen, and shipping - - - -	16 61	
4 a 13	11 boxes, each box 672 pint tumblers, 7,392 tumblers, at 4 grts. - - - -	326 38	
14	1 box, 824 pint tumblers, shin bottoms.		
15	808 " " "		
16	872 " " "		
17	840 " " "		
	3,344 pint tumblers, 31 grts., boxes and shipping charges - - -	565 52	
18 a 21	4 boxes, 6,098 half pint, do, 18 grts. - -	127 03	
26 a 29	4 boxes, 1,200 each, 4,800 pieces, 20 grts. -	111 08	
30 a 32	3 boxes, 1,000 each, 3,000 pieces, 18 grts. -	62 36	
33 a 36	4 boxes, 1,200 each, 4,800 half pints, 26 grts.	144 32	
	Boxes and shipping - - - -	61 14	
37	1 box, 180 tumblers, and charges - -	38 32	
38	1 box, 12 candle shades, and shipping -	12 23	
	53 *lurne* cases, and shipping - -	238 67	
	Commissions paid Delieus - -	37 17	
	8 boxes linens, viz:		
	200 pieces platillas,		
	25 pieces circes,	4,585 10	
	25 do roanis,		
	200 pieces estopalis.		
	At 75 cts. the Rix dollar - - -	*R*78,816 24	$59,145 75
			$65,706 87

No. 4.

Sales ship Mercury's cargo, at Lima, 1821.

1821.	Pedro Jose Reaosa, 500 muskets, *a* $8 50 -	–	$4,250
Oct. 31	To Government, 10,433 muskets, *a* $8 50 -	–	88,680 50
	" " 570 carabines and rifles, *a* $6	–	3,420
	" " 4,650 sabres, *a* $6 - -	–	27,900
			124,250 50
	Charges.		
	Discharging 510 boxes, *a* 25 per ct. - -	$127 50	
	10 men, one day, each $1 50 - - -	15	
	Horse hire - - - - -	28 75	
	Extraordinary expenses * - - -	1,668	
	Stamp paper - - - - -	25	
	Commissions, 7½ pr. cent - - -	9,318 78	
			11,158 27
			$113,092 22

* Paid the armorer, passing the arms.

No. 4—Continued.

1821.			
Oct. 16	*Sold to M. Castilla on board.*		
	200 pieces platillas, *a* $16	$3,200	
	25 pieces creas, *a* 26	650	
	25 pieces roanes, *a* 26	650	
	*192 do. estophilas, *a* 6	1,152	
	Cash, 2 cases gin, *a* $11	22	
	S. Gomas, 375 cases gin, *a* $7	2,625	
	53 travelling cases, *a* $7	371	
	Cash, 21 cases gin, *a* $7	147	
	M. Castilla, 2,436⅓ doz. tumblers, *a* 75 c.	1,827 12½	
			$4,992 12½
Dec. 20	Frigate Constellation, 6,000 galls. spirits, *a* $1	–	6,000
1822.			
Jan. 3	Cash, 3 cases gin, *a* $9	$27	
" 10	" 250 " " *a* 7	1,750	
	28 " " *a* 7	196	
	12 shades *a* 3	36	
April 15	1 case gin	7	
	At Callao, 1 quarter cask, 124 galls. gin, *a* $1 12½	139 50	
			2,155 50
	Frigate Carole, 5 pipes, 14 quarter casks, 1,044¼ galls. gin, *a* 93 c.	–	978 97
	Carried forward	–	$19,778 59½
April 13	Amount brought forward	–	19,778 59
	Charges.		
	Discharging at Callao	103 31	
	Stamp paper	5 75	
	Freight from Callao	491 50	
	" " custom-house	114 10	
	Storage in custom-house	44 66	
	Labor	4 87	
	Proficio	4	
	278 gin cases, *a* $2 50	695	
	Duties	1,824 46	
	Fees to officers at Callao	25 00	
	Transhipment of gin	7 50	
	Diligence	5	
	Visit	5	
			3,330 21
			16,448 38
	Extraordinary expenses	30	
	Landing and storing at Callao, 4 cases gin	2 12	
	Portage of money	8 50	
	Commissions on $19,778 59, *a* 5 pr. ct.	988 92	
	Warehouse rent, on $8,000, *a* 1 pr. cent	80	
			1,109 54
			$15,338 84

* 8 pieces stolen at the custom-house, Lima.

No. 4—Continued.

By John Twait's auction, 80 cases gin - -	$426 45	
To Rodolpho, 12 bbls. beef - - -	300	
6 do. pork, *a* $28 - -	168	
1,200 lbs. bread, *a* $15 - -	180	
Cash, 1 hhd. rum - - -	70	
		$1,144 45
1 bbl. flour - - - -	36	
3,610 galls. gin, invoice at Guayaquil - -	3,610	
Cash, 1 hhd. rum - - - -	112	
5 cases gin, *a* $7 - - - -	35	
		3,793
26 bbls powder, shipped by same for Valparaiso, 23d Nov. 1821, to H. Griswold, for sale, 2,600 lbs., *a* 40 c. - - - - -	-	1,04
		$21,316 29

4 A.

Sales of sundries, by Bn. James, from cargo of ship Mercury, at Callao, June, 1822.

17 galls. rum, *a* $1 25 - - - -	$25 50	
1 cwt. pilot bread - - - -	12	
1 musket - - - -	10	
2 fowls, *a* $1 - - - -	2	
1 quarter pipe of gin - - - -	33	
8 lbs. twine, *a* $1 25 - - - -	10	
1 bbl. tar - - - - -	9	
14 cases gin - - - - -	95 50	
44 galls. gin, *a* $1 50 - - - -	66	
		$263 00

No. 5.

Schedule of the cargo of ship Mercury, shipped at Providence, Amsterdam, and Bremen, 1820 *and* 1821, *and sold at Lima,* 1822 *and* 1823.

Different articles of cargo shipped.	Quantity of each article.	Sales at Lima, 1822.	Sales at Lima, 1823.	Sales at Guayaquil, 1822.	Remarks.	Quantity.
Hhds. N. rum	40	33	–	–	7 leaked out, and to fill others –	40
Pipes gin	25	24	–	–	1 took to fill up the leakage –	25
½ pipes gin	50	–	–	48	1 ship's use; 1 to fill leakage –	50
¼ pipes gin	100	27	29	–	*40 filled in cases; 3 to fill up; 1 ship's use	100
Ankers gin	100	–	–	73	27 leaked out – –	100
Cases gin	520	779	–	–	19 drank out by crew – –	798
Muskets	10,848	10,934	–	–	86 credited over invoice –	10,934
Carabines	60	60	–	–	– – –	60
Rifles	510	510	–	–	– – –	510
Sabres	4,650	4,650	–	–	– – –	4,650
Bbls. powder	32	–	–	–	26 shipped to Valparaiso; 7½ sold at Guayaquil and M.	33½
P. platillas	200	200	–	–	– – –	200
P. creas	25	25	–	–	– – –	25
P. roanes	25	25	–	–	– – –	25
P. estophilas	200	192	–	–	8 State custom-house, Lima –	200
Doz. tumblers	2,436	2,436	–	–	– – –	2,436
Glass shade	12	12	–	–	– – –	12
Mariom caps	53	53	–	–	– – –	53

* The 40 quarter pipes gin, filled in cases, nearly half leaked out at the custom-house in Lima, by being left bung down.

No. 6.

The owners of ship Mercury in account with Henry Mathewson.

1822.	Dr.	
	Disbursement for bill at Lima, 1822	$525 44
	Disbursement as charged by E. Lynch & Co., at Valparaiso and Lima, 1822	781 95
	Benj'n James' bill disbursements at Callao, 1822	736 00
	Amount invoice of goods shipped in brig Thetis for Guayaquil, March, 1822, and consigned to Maskline Clark for sale	10,896 68
	Paid Wm. Bogman on account of his passage by way of Panama to Providence, May 10, 1822	201 25
	Paid for exchanging $3,000 paper received from Government, at $11 per cent.	330 00
	Amount invoice $120,000 shipped on board the Mercury, at Callao, June, 1822	123,122 59
	Amount invoice 26 bbls. powder shipped on board the same for Valparaiso, and consigned to H. Jerauld for sale, November 23, 1821	1,040 00
	Balance due from Peruvian Government, left with E. Lynch & Co. to collect, 1822	4,577 69
	Amount invoice of $15,300 shipped on board the Mercury at Callao, June, 1822	16,238 00
	Balance carried to new account, folio 3d	33 38
		$138,482 98
1822.	Cr.	
	By net amount sales of ship's cargo at Lima, 1822, per account rendered	$134,408 51
	By cash received of Maskline Clark, June, 1822, on account sales of goods at Guayaquil, April, Nov'r	3,892 65
	By profit on sales goods purchased from Government at Lima, May, 1822	4,754 50
	By cash of Rodolph, June 8, 1822, for freight of ship to Gibraltar via Rio Janeiro	15,000 00
	By cash for demurrage of ship 7 days, at $50	350 00
	By amount brought from page 1st	77 32
		$158,482 98

No. 7.

Invoice of goods shipped in brig Thetis, bound for Guayaquil, and consigned to Maskline Clark for sale on account, 1822.

March 9	To amount invoice of goods shipped in company with E. Lynch and M. Clark	$21,860 12	
	One-third part on account of the owners of ship Mercury	7,286 68	
	48 half pipes and 73 ankers—3,610 gallons gin, at $1	3,610 00	
			$10,896 68

No. 8.

Account sales of Gin received from on board the brig Thetis, Parsons, master, from Callao, sold on account of E. Carrington & Co. and C. Butler, by order of Capt. H. Mathewson.

SM.	47 half pipes of gin—2,820 gallons—at 8 rls.	- -	$2,820 00
"	1 do 60 do 12 "	- -	90 00
"	72 ankers do 720 do 10 "	- -	900 00
			$3,810 00
	CHARGES.		
Freight - - - - - -		$216 00	
Landing, 4 rs. per half pipe - - -		28 00	
Putting in custom-house store, at 4 rls. - -		28 00	
Storage in do at 2 rs. - -		14 00	
Two bals. as landing do - -		10 00	
Roca, Ayluardo & Co., comm'r - - -		152 50	
Duties on valuation—2,496—at 30 0-0 - -		748 87	
My commissions 5 0-0 - - -		190 50	
			1,387 87
			$2,422 13

GUAYAQUIL, *4th May*, 1822.

E. E. (Signed)

MASKLINE CLARK.

No. 9.

Sales of Cocoa imported in brig Thetis, H. Parsons, master, from Guayaquil, sold on account and risk of E. Carrington & Co. and C. Butler, by order of Capt. H. Mathewson.

1,069 61-81 curgus, being one-third of 3,209 21-81 curgus, at 3 months credit, sold in conformity with H. Mathewson's letter of instructions, on order to Mr. E. T. Jinks, at 6.96 - - - - -	$7,444 02
CHARGES.	
Freight and primage - - - - - - -	1,123 02
	$6321 00

VALPARAISO, *July* 30, 1822.

E. E. (Signed)

MASKLINE CLARK.

No. 10.

Account sales of sundry packages of merchandise received from on board the brig Thetis, H. Parsons, master, from Callao, and sold on account and risk of E. Lynch & Co., H. Mathewson, and Maskline Clarke.

⋈ T N C	70 506	2 bales, containing 24 ps. cloth, 503½ yds., at	$7½	$3,648 2½
"	50 146	2 do 32 do 681¾ do	5	3,408 6
D	251 265	2 do 25 do 529½ do	2½	1,190 6½
F 1 † W	7	1 case do 6 do 127½ do	6¾	858 7½
[S] L L	1 2	2 bales do 20 do 459 do	6¼	3,098 2
R [K]		8 boxes cont'g 660 doz. and 8 Madras hfds., at	3	1,982
"		4 trunks containing 193⅓ doz. do	4½	870
F B D	127 149			
	154 155	4 cases containing 400 pieces cambricks	8	3,200
M C G	20 26	2 do 100 do	8½	850
[M] S	138 142	2 do 400 do	3	1,200
[R]	3332	1 do 58 do (worked)	11	638
"	3419 3065	2 cases cont'g 96 ps. nankeens, 3372½ yds., at	3 rs.	126
"	2799	1 do 60 do 2209 do	2 rs.	55
[D] W	12 13 16	3 do 177 ps. gassus, 10 yds., at	$9	159
C R	70	1 do 88 do 5 do	5	44
		14 ps. hdfs., at	5	7
"	79	1 case, 61 ps. gassus, 10 yds., at	11	67
"	88	1 do 35½ do 10 do	9½	337 4
[R]	170	1 do 50 ps. platillas, at	11	550
[H] C D A	19 16	2 do 110 ps. shirtings, at	11¾	1,292
K L	9	1 do 50 do	11¾	587
[R B]	164	1 do 44 ps. prints, at	16	704
		Carried forward - - - -		$29,007 3½
		Brought forward - - - -		$29,007 3½
[B B] R	136 137	2 cases cont'g 92 ps. prints, at	11	1,012
[G] A	22 23	2 do 47 ps. maddapollams, at	24	1,128
C H [S] R	16 48	2 do 73 doz. cotton stockings, at	18	1,314
[R]	496 539	2 do 67 ps. jeans, 1536½ yds., at	9 rs.	1,729 1
"	5959	1 do 20 ps. cotton velvet, 749 yds., at	6 rs.	561 6
[R G]	25	1 do 27 do 787 do	4½ rs.	442 5½
[E] H	21	1 do 24 ps. puntos de lana, 960 yds., at 12 rs.		
J B S	11	1 do 12 do algadon, damage deducted $90		1,350
[H B]	1 2	2 do 200 lbs. cotton thread, at	5	1,000
R of R	382 384	2 do 172 umbrellas	4½	731
				$38,276 00

CHARGES.

Duties paid on valuation, $24,528 2 rs., at 30 per cent. - -	$7,358 4	
Roca, Ayluardo & Co., com'r - - - - - -	1,531	
Freight - - - - - - - -	315	
Portage and landing expenses - - - - -	62 4	
My comm'n on $38,276, at 5 0-0 - - - -	1,913 6	
		11,180 6
		$27,095 2
A. B.—Deduct 5 ps. of puntos de lana, 108½ yds., damaged - -		67 6½
		$27,027 3½

GUAYAQUIL, *May* 3, 1822.

E. E. (Signed) MASKLINE CLARK.

No. 11.

H. Mathewson in account with Maskline Clark.

1822.			
		Dr.	
May 4	To your proportion of invoice of cocoa - - -		$6,374 96
June 17	" cash paid you in Lima - - - - -		3,892 65
" "	" your proportion of loss at Guayaquil, as per agreement -		475 58
" "	" half export duty on $4,465, at 5 per cent. - -		111 67
	" balance to account - - - - -		576 39
			$11,431 25
		Cr.	
May 4	By your proportion of net sales of dry goods at Guayaquil -		$9,009 12
" "	" amount sales of gin at do -		2,422 13
			$11,431 25

Valparaiso, *July* 10, 1822.

E. E. (Signed)

MASKLINE CLARK.

No. 12.

H. Mathewson in account with Maskline Clark.

1822.			
		Dr.	
July 30	To my order in favor of M. E. J. Jenckes on Lynch, Hill & Co., for - - - - - - - -		$576 39
	" do. do. do. at 3 mos., for		6,321 00
			$6,897 39
		Cr.	
	By balance, account rendered 10th - - - -		$576 39
	" amount one-third of 1069 61-31 cargoes cocoas, for sales rendered this day - - - - - -		6,321 00
			$6,897 39

No. 13.

Disbursement ship Mercury at Lima, 1821 *and* 1822.

1821.				
Oct. 1	Horse to Lima, $6, dinner, supper, and lodgings, $3 -			$9 00
2 & 3	Victuals and horse to Callao - - - - -			10 00
6	Victuals and horse to Lima - - - - -			8 00
7	Victuals and lodgings - - - - -			3 56
8 to 14	Do. do. - - - -	$21		
15 to 16	Do. do. - - - -	6		
17	Passage to and from Callao to Calloo - -	11		
18 to 26	Victuals - - - - -	16	37	
27	Carriage to Callao - - - -	10		
				64 37

No. 13—Continued.

1821.				
Oct. 28 to 31	Victuals	$5 62		
Nov. 8	Victuals for 7 days	12		
9	Horse to and from Callao	8		
11	Victuals	3		
				$28 62
15	Carriage to and from Callao	10		
17	Victuals	2 50		
18 to 21	Do.	5 12		
24	Dinner	2 25		
28	Dinner and coffee	2 50		
				22 37
Dec. 2	Dinner	2		
4	Do.	2		
6 & 7	Dinner and coffee	5		
9	Dinner	2		
12	Breakfast	1 25		
				12 25
14	Dinner and coffee	2 50		
18	Dinner	2		
22	Dinner and coffee	3		
24	Paid labor, starting gin	4		
	Funnel and tub	1 50		
				13 00
28 to 30	Victuals	4		
1822.				
Jan. 5	Paid, starting gin	2		
10 to 13	Victuals	4 62		
22	Horse to Callao	4		
				19 62
26	Victuals	2		
29	Do.	1 37		
Feb. 2	Carriage to Callao	11		
12	Victuals	3		
				17 37
15, 20, 25	Do.	5 86		
March 1	Carriage to Callao	10		
10	Do. do.	10		
11, 14	Victuals	5 50		
20, 24	Do.	4 37		
				35 73
April 2	Victuals	2 50		
3	Carriage to Callao	10		
10	Victuals	2 37		
11	Carriage to Callao	10		
15	Victuals	2 50		
				27 37
20	Carriage and victuals for the guards with money	20		
22	Victuals	2 50		
28	Carriage to Callao	10		
May 5	Do. do.	11		
8	Victuals	2 37		
				45 87
10	Carriage to Callao	10		
14	Victuals	3		
80	Carriage to Callao	10		
22	Victuals	2 37		
29	Carriage to Callao	10		
				35 37
June 1	Do. do.	10		
2	Victuals	2 50		
4	Carriage to Callao	10		

No. 13—Continued.

1822.				
June	6	Victuals	$2 50	
	8	Carriage to Callao	10	
				$35 00
	10	Victuals	3	
	11	Carriage and mule, for baggage	14	
		Victuals	3	
		Rent of lodging rooms 6½ months, at $12	78	
		2 doz. brandy and 3 doz. wine	40	
				138 00
				$525 44

No. 14.

Disbursement, per ship Mercury, at Valparaiso and Lima, as charged by E. Lynch & Co., 1821 *and* 1822.

1821.				
Sept.	17	License from Santiago	$9	
		Thompson's bill, provisions	89 62	
		Leo's bill, wheat and flour	36	
		Port charges, $21; guard on board, $8	29	
				$163 62
		Per fees to Santiago, $14; portages, $6 50	20 50	
		Butcher's bill, $5 65; paid Wm. Himes $1 50	10 15	
		Livingston's bill, ship chandlery	21 75	
				52 40
		Jail fees for C. Croffee and P. Warin	16 25	
		Labor on shore, and launch hire	4 50	
		Stamp paper, 50 cents; soldiers for sailors, $5	5 50	
		9 bags left on board, $9; commissions, $16	25	
				51 25
				$267 37
Oct.	31	Expenses to Callao for manifest	4	
		Prison fees for two sailors	75	
		Certificate of visit to ship	5	
		Certificate of tonnage, $5 25; boat hire, $6	11 25	
				95 25
1822.				
Feb.	27	Freight of H. M.'s baggage, $2; portages, $2 12	4 12	
		400 pounds sugar, at $25	100	
		Freight of a hogshead of rum to Lima	12	
March	30	Paid portages	50	
				116 62
		Duty on a hhd. rum, $16 78; advertising ship, $1	17 78	
		Tonnage duty, $185 25; stamp paper, $12	197 25	
		Expense with ship in clearance	6	
				221 03
		Premium on $2,000, at half per cent.	30	
		Portage on money	8 50	
		Robert Fletcher's commissions on sales of gin at Callao, $978 90, at 1 per cent.	9 78	
				48 28
				$748 45
		Amount sundries, per bill of Henry Mathewson at Valparaiso, September, 1821, forwarded to the owners, and the original lost on board the steamboat		33 50
				$781 95

No. 15.

Invoice of specie shipped by Henry Mathewson, at Lima, June, 1822, on board ship Mercury, bound to Gibraltar, on account of the owners of said ship.

1822.			
June	120 bags, $1,000 each		$120,000 00
	Charges:		
	Premium on dollars, half per cent.	$1,800	
	Carriage guards, and shipping	103 56	
	Commissions, 1 per cent.	1,219 03	
			3,122 59
			$123,122 59
	15 bags, containing	15,300	
	Export duty, 5 per cent	765	
	Carriage guards, stamps, and shipping	20	
	Commissions, 1 per cent.	153	
			$16,238 00

No. 16.

Disbursement at Rio de Janeiro, for ship Mercury, 1822.

Sept. 1	1 bbl. pork, ship's use	$15 00	
2	Passage on board ship	1 00	
	6 dinners on shore	6 00	
	100 pounds rice	6 00	
	Paid boat towing ship out of harbor	3 00	
			$31 00
	Samuel Clapp & Co., bill sundries	–	670 82
	Vice consul's bill, protest	$14 00	
	One bakepan, ship's use	1 60	
	1,000 sticks firewood	9 44	
	Paid lighter with wood	1 92	
	13 boxes cider and beer	40 00	
	Boat hire	48	
			67 44
	1 bbl. white sugar	$11 07	
	1 " brown "	7 00	
	2 bbls. 66 cents, duty 40 cents	1 06	
	1 bag coffee	29 00	
	George Wheaton's bill, sundries, for ship	67 25	
			115 38
			$884 64

No. 17.

Owners of ship Henry in account with Henry Mathewson.

	Dr.	
1822.	Amount invoice of ship's cargo at Gibraltar, December, 1822	$39,622 25
	Cash paid crew at Gibraltar, December, 1822	3,955 47
	Amount Hill & Blodget's bill of stores, and expenses at Gibraltar, December, 1822	4,496 92
	Amount George Wheaton's bill, for sundries, at Gibraltar, December, 1822	263 27
	Cash advanced seamen on the new portage bill at Gibraltar, December, 1822	140 00
	Cash left with Hill & Blodget at Gibraltar, December, 1822, per receipt	79,901 21
	Cash shipped on board the Mercury at Gibraltar, December, 1822	6,500 00
	My bill of sundries at Gibraltar, December, 1822	141 62
	Counterfeit dollars among specie from Lima, December, 1822, and fell short	73 00
	Loss on 43 doubloons from Lima to Gibraltar	43 00
	Bill disbursement at Rio, September, 1822	884 64
	Amount carried to new account folio 4	1,028 67
		$137,050 05
1822.	Cr.	
	Balance brought from folio 2	$33 38
	Cash received from the Mercury at Gibraltar, Dec'r, 1822	135,300 00
	Premium on $10,500, at 1 per cent. at Gibraltar	105 00
	Half commissions returned by Hill & Blodget, at Gibraltar, December, 1822	480 22
	Amount sundries sold at Callao by Benjamin James, 1822, per account	263 00
	Amount sales of slops, 1822, per account $585 72	
	13 skeins of twine sold crew 3 90	
		589 62
	Cash of a passenger from Gibraltar to Rio	150 00
	Hospital money received from crew at Gibraltar, November, 1822	38 70
	Cash on account of gin smuggled by crew from Bremen to Valparaiso, 1821	70 02
	Sales one *Ullage* bag coffee at Gibraltar	20 11
		$137,050 05

No. 17.

Sales of slop clothes to the crew of ship Mercury on her voyage from Bremen to Lima, 1821 *and* 1822.

John Hazdel.—3 flannel shirts, $3, $9; 3 pair stockings $2 25	$11 25	
1 jacket $8; 1 pair pantaloons $1 50; 2 pair shoes, at $2, $4	16 80	
1 cap 80 c.; 1 comforter 32 c., 2 baze $6; 3 pair stockings, at 75	9 57	
		$37 62
John Bullin.—1 pair stockings		75

No. 17—Continued.

Henry Onkers.—1 jacket $7; 2 pair woollen trousers $6; 3 baize shirts $9 - - - - -	$22 00	
3 pair stockings $2 25; 1 pair shoes $2; 1 cap and comforter $1 60 - - - - -	6 60	
15½ lbs. tobacco - - - - -	9 30	
		37 90
Paul Warren.—2 jackets $14; 2 pair trousers $6; 3 pair linen trousers $4 50 - - - - -	$24 50	
4 baize shirts $12; 3 linen shirts $4 50; 3 pair stockings $2 25 - - - - -	18 75	
20½ lbs tobacco $12 70; 3 pair shoes $6; 3 caps $2 40; 3 comforters $2 40; 4 knives -	24 70	
		67 75
Sanford Olandson.—1 jacket $7; 1 pair trousers $1 50; 3 baize shirts $15 - - - - -	$23 50	
1 thin shirt $1 50; 1 pair stockings 75 c.; 3 pair shoes $6 - - - - -	8 25	
1 cap 80 c.; 1 comforter 80 c.; 3 knives 75 c.; 15 lbs. tobacco $9 - - -	11 35	
		43 15
George Juett.—2 jackets $14; 2 pair trousers $6; 2 thin trousers $3 - - - - -	$23 00	
3 flannel shirts $9; 2 linen shirts $3; 5 stockings $3 75 - - - - - -	15 75	
3 shoes $6; 2 caps $1 60; 2 comforters $1 60 -	9 20	
4 knives $1 50; 2 shoes $1 50; 19 lbs. tobacco $11 40 cents - - - - -	14 20	
		62 15
Charles Cooper.—3 jackets $21; 3 trousers $9; 4 flannel shirts $12	$42 00	
3 thin shirts $4 50; 3 stockings $2 25; 2 shoes $4	10 75	
2 caps $1 60; 2 comforters $1 60; 4 knives $1 60 - - - - -	4 80	
2 drawers $1 50; 20 lbs tobacco $12; 4 thin trousers $6 - - - - -	19 50	
		77 05
John Deller.—3 thin trousers $4 50; flannel shirts $3; 1 thin shirt $1 50 - - - - -	$9 00	
1 pair stockings 75 c.; 1 shoes $2; 1 cap 80 c. -	3 50	
4 knives $1; 6½ lbs tobacco $3 90 - -	4 90	
		17 40
Gillant Frost.—4 thin trousers, $6; 2 f. shirts, $6; 1 cap, 80 c.	$12 80	
1 knife, 40 c.; 13 lbs. tobacco, $7 80 - -	8 20	
		21 00
George Spywood.—3 pr. thin trousers, $4 50; 2 thin shirts, $3;		
2 knives, 65 c. - - - -	8 15	
6 lbs. tobacco - - - - -	3 60	
		11 75
James Hazard.—1 pr. thin trousers, $1 50; 3 stockings, $1 50;		
1 pr. shoes, $2 - - - -	5 00	
2 caps, $1 60; 2 comforters, $1 60; 5 lbs. tob'co, $3	6 20	
		11 20
Richard Hazard.—1 thin trousers, $1 50; 1 flannel shirt, $3; 1 shoes, $2 -		6 50
Richard May.—1 pair thin trousers - - - - -		1 50
Wm. Oliver.—3 jackets, $27; 2 trousers, $6; 3 thin trousers, $4 25	37 25	
4 flannel shirts, $12; 3 linen shirts, $4 50; 3 stockings, $2 25 - - - - -	18 75	
2 shoes, $4; 1 comforter, 80 c.; 2 caps, $1 60; 10 lbs. tobacco, $6; 3 knives, $1 20 - -	13 60	
		69 60

No. 17—Continued.

Henry Beet.—3 jackets, $14; 2 trousers, $6; 3 thin trousers, $4 50	$36 50	
3 l. shirts, $4 50; 3 stockings, $2 25; 3 shoes, $6;		
2 caps, $1 60 - - - - -	14 35	
3 comforters, $2 40; 4 knives, $1 30; 18 lbs. tobacco, $10 80 - - - - -	14 50	
		$65 35
Eleck Miah.—1 knife - - - - - -	-	25
John Ems.—2 jackets, $14; 2 trousers, $6; 2 f. shirts, $6; 2		
stockings, $1 50 - - - - -	27 50	
1 cap, 80 c.; 1 comforter, 80 c.; 2 knives, 80 c.; 10		
lbs. tobacco, $6 - - - - -	8 40	
		35 90
Cash.—12 l. shirts and trousers, $24; 5 pr. stockings, $3 75 -	-	27 75
		$585 32

No. 18.

Invoice of ship Mercury's cargo shipped at Gibraltar by H. Mathewson, December, 1822, and bound for S. America, on account of the owners.

1822.	10 bales military clothing:		
2485, 2933.	700 military coats, a $1 7-8 each - -	$1,137 50	
33.	95 cavalry coats, a $2 - - -	190 00	
11.	133 prs. blue pantaloons, a $1 - - -	133 00	
30.	140 " green " a 1 - - -	140 00	
		1,650 00	
	Less 2 per cent. for cash - -	32 00	
			$1,568 50
[D] ‡ 11—100 ‡ 58—60 ‡ 65—79 ‡ 66—56			
	295 robes, a $2 - - - -	590 00	
	Less 2 per cent. for cash - -	11 80	
			578 20
W [mark] D N.	2 boxes containing 99 ps. platillas, at $7 1-2	742 50	
	Less 2 per cent. for cash - -	84 85	
P M.	35 pipes Catalonia wine, 4,054 gals. a $33 p. 117	1,143 54	
	Less 2 per cent. for cash - -	22 108	
			1,120 58
	200 Indian bbls., a $1 50 - - -	-	300 00
B and I.	519 bbls. flour, a $7 - - -	3,633 00	
	Less 2 per cent. for cash - -	72 66	
			3,560 34
	280 bbls. Baltimore flour, at $8 cash - -	-	2,240 00
	38 bbls. Spanish brandy, a $12 - -	456 00	
	Less 2 per cent. for cash - -	9 12	
			446 88
	1 pipe, 135 gals. French brandy, $1 25 cash	-	168 75
[mark] A ‡ 881—49 ‡ 882—49 M R ‡ 71—44, one safe box, 3 ps.			
	145 ps. platillas, a $8 25 - - -	1,196 25	
	Less 2 per cent. for cash - -	23 92	
			1,172 33
[mark] ‡ 487—45 ‡ 488—48 ‡ 93 ps. platillas, a $6 - -		-	558 00
L ‡ 208—246 ‡ 209—240 ‡ 210—240			
	726 ps. Brittania, a $1 87 1-2 - -	1,361 25	
‡ 101—24 ‡ 137—30 ‡ 138—30, 84 ps. creas, a $15 - -		1,260 00	

No. 18—Continued.

‡ 168—47 ‡ 167—67, 114 ps. Irish platillas, a $9 25	- -	$1,054 50	
‡ 130. 40 ps. sheeting, a $9 50	- - -	380 00	
1 ps. linen for wrappers	- - -	4 50	
L–R ‡ 5. 26 dozen silk hose, a $25 50	- - -	663 00	
[M K] ‡ 1—60 ‡ 2—61, 121 robes, a $2 25	- - -	272 25	
L ‡ 127. 8 ps. linen, a $24	- - - -	192 00	
17 do do a $19	- - - -	323 00	
M D. 1 case, sample, 17 ps. platillas, a $6	- -	102 00	
1 ps. sample ‡ 487—488	- - -	6 00	
1 box, 27 ps. samples of brittanus	- -	50 62	
‡ 169 ‡ 168. 2 sample ps. platillas, a $9 25	- -	18 50	
‡ 101, 137—138. 3 sample ps. creas, a $15	- - -	45 00	
		5,732 62	
Less 2 per cent. for cash, on $6,290 62	-	125 81	
			$5,606 81
Carried forward,			$18,048 04
Amount brought forward	- - -		$18,048 04
L ‡ 1-2 91 robes, at $2 48	- - - -		216 12
44 boxes, 1,443 1-2 lbs. sperm candles, at 4 12-16	- - - - -	$571 4.10	
Less 2 per cent. for cash	- -	11 52	
			559 96
D C. 4 cases, 88 doz. cologne water, at $1 25	-	-	110 00
D B., 1, 26 26 cases, 126 10-12 doz. brown stout, $2 50	-	$317 08	
4 " 24 3-4 doz. porter, $2	- -	49 50	
			366 58
D D. 80 quarter casks *dry* wine, $14	- -	1,120 00	
50 " sweet wine $12 50	- -	625 00	
2 bales ml. casks, at $60 per bl.	- -	120 00	
		1,865 00	
Less 2 per cent. for cash	- -	37 31	
			1,827 69
M. 95 boxes bunch Muscatel raisins, at $1 75	-	-	166 25
‡ 4. 1 bale, 20 ps. bleached sheeting, at $8	-	160 00	
5. 1 " 18 " brown " " 6	-	108 00	
1. 1 " 15 bolts English duck, No. 4, 8 75	-	131 25	
2. 1 " 15 " " " 5, 8 75	-	131 25	
3. 1 " 15 " " " 8, 8 75	-	131 25	
6. 1 " 20 " " " 6 50	-	130 00	
7. 1 " 30 pieces bunting 8 00	-	240 00	
8. 1 case, 100 lbs. thread, Nos. 17 a 30, 1 30	-	130 00	
9. 1 " 100 " " 8 a 16, 1 30	-	130 00	
10. 1 " 137 ps. brittanas 2 00	-	274 00	
Wrapping and packing	- - -	5 25	
		1,571 00	
Less 2 per cent. for cash	- -	15 71	
			1,555 29
[3] ‡ D. 1 bale, 24 ps. sheeting,			
51, 52, 77, 81 7 " 154 "			
[Mark.] 224 1 " 22 "			
254, 255. 2 " 44 "			
256, 257. 2 " 48 "			
258 *a* 260. 3 " 60 "			
234, 236. 3 " 60 "			
W A. 3. 1 " 27 "			
20 bales 439 " at $9	- -	$3,951 00	
[275, 281. 4 " 72 ps. bagging, 4	- -	288 00	

No. 18—Continued.

[F] 145, 147.	3 cases, 150 ps. platillas, $9 - -	$1,350 00	
156, 157.	2 " 460 ps. brittanas 2 - -	920 00	
[9] 1.	1 " 60 robes, 1 75 - -	105 00	
		6,614 00	
	Less 2 per cent. for cash - -	132 28	
			$6,481 72
	Carried forward - - - -		$29,331 67
	Amount brought forward - - -		$29,331 67
	21 demijohns spirits turpentine, 86 1-2 gals., at $1 25 - - - - -		108 12
[3] 3,187	1 case, 1,000 ps. galoon, at 37 1-2 cents - -		375 00
	21 demijohns for turpentine, at 75 cents - -		15 75
b S., 5, 7	3 cases, 150 ps. nankin, 71 cents - -	106 50	
	26 half boxes segars, at $3 50 - -	91 00	
	439 jars olive oil, $1 20 - - -	526 80	
	1 trunk and 1 box, 184 lbs. sewing silk, $2 25 - - - - -	414 00	
	Trunk for do - - - - -	8 00	
			1,146 30
B and I.	16 hhds. tobacco, gross, 194 2 7, 10 per cent. tare, 19 1 23, net 175, at $7 - - - - -	1,225 75	
	Less 2 per cent. for cash - -	24 51	
			1,201 24
HB.	20 kegs, 18 2 17 net, manufactory tobacco, at $8 50 - - - - -	158 54	
H.	4 kegs, 4 3 16 net cavendish do at $16	87 68	
			246 22
	2 cases, 49 ps. bunting, $8 - - -	412 00	
	16 boxes bunch raisins, $1 75 - -	115 50	
	2 half pipes, 179 gallons linseed oil, at 10-8 gallon - - - - -	156 61	
	2 half pipes, for do - - - -	4 00	
			608 11
	111 bbls. prime beef, at $7 - - -	777 00	
	Less 2 per cent. for cash - -	15 54	
			761 46
	2 casks, 176 gs. linseed oil, 10 *Rs.* - -	146 66	
	1 " spirits turpentine, 56 gs., 10-8 -	49 00	
			195 66
	25 bbls. Spanish brandy, at $12 - -	300 00	
	46 " " " 11 - -	506 00	
			806 00
	200 quintal codfish, at $4 25 - - -	850 00	
	100 boxes for fish - - - -	82 68	
		932 68	
	Less 1 per cent. for cash on $850 -	8 50	
			924 18
	20 doz. ladies silk hose, at $9 - -	-	180 00
G. ‡ 26,731	106 firkins butter, 6,440 lbs., at 2-8 - -	1,341 66	
	Less 2 per cent. for cash - -	26 83	
			1,314 83
[S]	1 case, 22 1-2 doz. silk hose - -	-	343 83
	46 firkins butter, 3,108 lbs., 2-8 - -	647 50	
	Less 1 per cent. for cash - -	6 48	
			641 02
	10 doz. silk hose, 2 black - - -	-	219 75
			38,419 14

No. 18—Continued.

CHARGES.		
Commissions charged by Hill & Blodget -	$960 49	
Lighterage, drayage, &c. - - -	242 64	
		$1,203 13
Sent the owners from Gibraltar, Dec., 1822 -		$39,622 27
Invoice of cargo at Gibraltar, 1822 - -	$39,622 25	
Less half commission returned by Hill & Blodget - - - - - -	480 22	
		$39,142 03
By ship's proportion of Hill & Blodget's disbursements at Gibraltar, December, 1822	-	4,396 00
George Wheaton's bill, disbursements at Gibraltar, December, 1822 - -	-	263 27
By cash paid new crew at Gibraltar, December, 1822 - - - - -	140 00	
By paid H. Mathewson bill, at Gibraltar, December, 1822 - - - -	136 40	
		276 40
By cash shipped at Gibraltar for Rio de Janeiro, December, 1822, invoice -	7,028 00	
Deduct received of a passenger at Gibraltar for Rio de Janeiro, December, 1822 -	150 00	
		6,878 00
		$50,955 70

No. 19.

Owners of ship Mercury, DR.

To the following sums paid crew at Gibraltar, December, 1822:		
To George Wheaton - - -	$464 00	
" James Smith - - - -	185 95	
" Richard Mary - - - -	285 75	
" James Hazard - - - -	211 00	
" George Spywood - - -	142 66	
" Sanford Donaldson - - -	37 50	
		$1,326 86
" Josiah Oliver - - - -	$70 00	
" Henry Miah - - - -	131 85	
" John Dollar - - - -	117 40	
" James Anderson - - -	312 40	
" Benjn. James - - - -	463 83	
" Wm. Hamer - - - -	197 00	
		1,292 48
" Jolam Frost - - - -	$269 60	
" Christopher Roberson - - -	70 00	
" Samuel Cobb - - - -	112 50	
" Stephen Price - - - -	21 00	

No. 19—Continued.

To the admiralty court, on account of John Em and H. Onkers - - -	$228 11	
		$701 21
the consul for James Smith - -	$18 00	
Richard May - - - -	18 00	
George Spywood - - -	30 00	
James Hazard - - - -	30 00	
Sanford Donalson - - -	18 00	
James Andrews - - -	36 00	
		150 00
John Hardel - - - -	$29 37	
D. Sadbi - - - -	8 25	
John Robins - - - -	75	
Henry Onkers - - - -	37 90	
Paul Warren - - - -	68 95	
George Jut - - - -	72 05	
Charles Cooper - - -	81 05	
Richard Hoyer - - - -	6 50	
Wm. Oliver - - - -	78 85	
Henry Jut - - - -	65 35	
John Ems - - - -	35 90	
		484 92
		$3,955 47

No. 20.

Disbursement, ship Mercury at Gibraltar, December, 1822.

Nov.	14	Lodgings on shore, 75 cents; passages off, $1 75 - -		$2 50
	18	Passage on board - - - - - -		75
	19	Do. do. - - - - - -		1
	21	Passage, $1; 23d, passage 75 cents; 28, passage $1 - -		2 75
Dec.	1	Lodging, and breakfast on shore - - - -		1 25
	2	Passage on board - - - - - -		1
	5	Passage 75 cents; 7, passage $1; 10 and 11, passages $1 50 -		3 25
	13	Supper, lodging, and breakfast - -	$2	
	16	Passage 75 cents; 17, passage 75 cents; 19, passage $1	2 50	
	20, 28	Passages to and from shore to ship - -	7	
		One pound and a half mustard $1 50; pepper 37 cents	1 87	
		Paid cleaning chronometer - - -	8	
				21 37
	27	Paid laborers - - - - - - -		54
		Consul for ship's papers - - - - -		8
		Notary public for certificate - -	$6	
		Boat hire paid for Captain James - -	4 75	
		Setting glass in skylight and windows -	3 25	
		3,300 pounds cordage, at $8 - -	30	
		1 box raisins - - - -	1 75	
				45 75
				$141 62

No. 21.

Invoice of specie shipped at Gibraltar on board the Mercury, December, 1822, for Rio de Janeiro, on account and risk of the owners of said ship.

M ‡ 1 a 6	6 bags, containing $1,000 each – –	$6,000	
7	1 do. do. – – – –	500	
8	1 do. do. – – – –	528	
			$7,028 00
	Invoice as shipped at Gibraltar for Rio de Janeiro, in *in* page 51		$7,028 00
	Money charged as shipped at Gibraltar, page 3d – –		6,500 00
			$528 00

The money above named was meant to be truly charged to the owners in my account at Gibraltar, page 3; at that time I supposed that I had only the sum of $6,500 of their money on hand to ship, and therefore made the charge to them of $6,500, which, by that account, left a larger balance against me than would have been had I have charged the correct amount of specie then on board on the owners account; in consequence of which, when I made up my account at Rio de Janeiro, I have credited the owners with the sum charged at Gibraltar instead of the above sum of 7,028 dollars.

Invoice of specie shipped at Rio de Janeiro on board the Mercury, for Valparaiso, February, 1823, on account and risk of the owners of said ship.

M ‡ 1	1 bag containing Spanish dollars – –	$1,000	
2	1 do. do. do – – –	447	
			$1,447 00

No. 22.

Freight list per ship Mercury, from Gibraltar to Rio de Janeiro.

1823.		Freight.	Primage.	
February.	Nailer, Brock & Co. 24 packages	*R*60 756	*R*3 029	
	Plowes, Nobles & Co. 44 packages	192 753	9 632	
	J. A. Jesope, 6 packages	102 257		
	Jose de Lefone, $3,500	34 650	*R*12 661	
		*R*390 416		
	Commissions paid Clapp & Co.	10 77		
		*R*380 339		
	Deduct $50, paid the freight from England on the 6 boxes, J. A. Jesope – – – –	50		
		*R*330 339	– –	$330 39
	From Rio to Valparaiso, June, 1823—			
	57 small bags, 4,700 pounds sugar, $40 –	–	80	
	2 pianos $60; 1 primage, 5 per c. $3 –	–	60 4	
				140 50

No. 22—Continued.

1823. February.	Freight from Valparaiso to Callao, July, 1823—		
	Freight of barley and soap, collected by E. Lynch	$807 37	
	444 bags do., Phillipa Zaldidia, at 6 rs. –	333	
	4 passengers, $100 each, names not recollected	400	
	2 do. $50 do. do. – –	100	
	3 horses, settled by the capt. of port, at $30 each	90	
	Phillippa Zaldidia paid nothing.		1,730 37
	Freight from Callao to Arcker, 1823, 5 bales and boxes –		65
	Freight from Arcker to Callao, November, 1823, of rice and sugar – – – –	$214 25	
	2 passengers, at $40 each – – –	80	
			294 25
	Freight from Callao to Canton, April, 1824, 78 bales cotton – – – –	$662	
	Freight from Lintin to Canton, of patchet –	500	
			1,162
	From Canton to the West coast of America, 1825 – –		6,169 31
	Freight 4 bales clothing from Gibraltar to Lima, 1823 –		53 75
	One passenger from Gibraltar to Rio, February, 1823 –		150

No. 23.

Memorandum of goods taken on board ship Mercury by Benjamin James, at Gibraltar, December, 1822.

20 barrels flour,	4 ladies' dresses,
4 hogsheads tobacco,	1 dozen woollen jackets,
15 doz. silk stockings,	2 dozen woollen stockings,
150 pieces nankeen,	Half dozen comforters,
10 firkins butter,	Half dozen caps,
23 pieces creas,	45 kegs lard,
10 kegs tobacco,	1 box merchandise.

No. 24.

Memoranda of goods shipped by Cyrus B. Manchester on board ship Mercury, at Gibraltar, December, 1822.

3 firkins butter,	1 box segars,
50 pieces silk galoon,	A few shoes and stockings.
3 dozen silk stockings,	

No. 25.

Invoice of sundries shipped an board the Mercury, at Rio, 1823.

	51 bags, 255 arrobas coffee, 5500		$1,380 50
	24 boxes, 3,202 pounds, white wax, 600		1,921 20
F.	50 bags, 241 or 2 pounds, white sugar, 1550	371 647	
R.	20 bags 93, ar. 17 pounds brown sugar, 1200	112 238	
			485 88½
	40 cases, 997 Dutch cheeses, 400		398 80
	155 boxes segars		155
	100 cases gin		196
	5 cases, 312 pairs shoes, at $1		312
			$4,849 38½
	CHARGES AT RIO.		
Coffee.	Consul acts on valuation, reals 1275, at 2 per cent.	25 500	
	Export duty, 8 per cent. on cost	110 440	
	Bags, 360 each	18 360	
	Negro hire, 60 each	3 60	
			157 36
	Export duty on sugar	8 833	
	24 cases for ware	36	
	Export duty on cheese, 5 per cent.	12	
	Export duty on gin, 5 per cent.	18	
	Emoluments and fees to custom-house officers, on exportation of gin and cheese	26 40	
	Portage on the whole	2 520	
	Commissions on costs and charges, 2½ per cent.	127 803	
			233 19
			$5,239 93
	Amount invoice at Gibraltar		39,622 27
			$44,862 20
	Amount invoice specie at Rio de Janeiro, February, 1823		1,447
			$46,309 20

No. 26—A.

Owners of ship Mercury in account current with Henry Mathewson.

	DR.		
	To amount invoice of goods purchased at Rio de Janeiro, February, 1823		$5,239 94
	advance wages paid to seamen at Rio de Janeiro, February, 1823, $14 50 per month	$87	
	disbursements, per bill, at Rio de Janeiro, February, 1823	533 13	
			620 13
	cash paid ship's cook, discharged at Rio de Janeiro, February, 1823	15 75	
	Johannes paid Seaman	10	
	Olas Swinson, $5; exchange in money, $26 73	31 73	
	Christopher Robinson, 2d officer	20	
			77 48
	To cash shipped on board the Mercury at Rio de Janeiro, February, 1823		1,089 45
	To balance carried to new account, page 8		828 67
			$7,855 67

No. 26 A—Continued.

	Cr.	
	By balance of account brought forward – – –	$1,028 67
	By cash received from the Mercury at Rio de Janeiro, February, 1823 – – – – – –	6,500
	By amount of freight from Gibraltar to Rio de Janeiro, February, 1823 – – – – – –	327
		$7,855 67

No. 26—B.

Disbursements ship Mercury, at Rio de Janeiro, February, 1823.

1823.			
Feb. 14	Paid 2 soldiers on board – – –	$1 920	
	3,000 sticks fire wood – – – –	22 800	
	Light-money for ship – – – –	39 700	
	Boat hire on the 17th – – – –	960	
	Towing lighter – – – –	1 280	
	Negro hire with rice and sugar – –	240	
	3 locks, ship's use – – – –	1 20	
	1 barrel tar, $4; health officer, 8 200 – –	12 200	
	Interpreter and conference – – –	3 600	
	2 bags rice, 5 500 each – – –	11	
	8 barrels beef, $5 – – – –	40	
	3 barrels tar, 3 200 each – – –	9 600	
	60 oars, 962 feet, 70 cents – – –	67 340	
	2 bags 7 arobas, 20c. sugar – – –	8 700	
	Negro hire – – – – –	210	
	1 conducting officerse for spetia – –	640	
	Negro hire, with sundries – –	1	
	J. Thouston, bill sundries – – –	23 640	
	5 arobas coffee, 5 500 – – – –	27 500	
	1 bag beans, bags, and negro hire – –	4 760	
	Officer to conduct money on shore – –	1 80	
	Lighterage account – – – –	9 920	
	Esquardo's fees, 1 120; portiso, 4 640; lazerato, 2	7 760	
	Confunto, 1 600; do. in franker, 1 600; mayr fe. 680	3 880	
	Oath on entry, 160; lighter, 1 440; consul at 8 000	9 600	
	Anchorage, 13 000; Secretary of State, 20 340 –	33 340	
	Fort St. Cruise, and emoluments – –	7 310	
	Boat hire procuring tank – – –	1 320	
	Tank to water, 28 800; two boats, 2 560 –	31 360	
	9 pigs, 11 520; 36 fowls, 20 160; 5 pumpkins, 5 000	36 680	
	2 bags corn, 3 840; negro hire, 280; guards, 6,600	10 720	
	Carpenter's bill, 36 600; commissions 2, 13 122	49 722	
			$480 63
	Clap, Riga & Co., bill copied	$480 632	
21	Boat hire $2, box candles $3 60 – – –	$5 60	
24	Paid towing ship out of harbor – – –	6	
	Half ream letter and writing paper – –	5 28	
	2 barrels sea coal – – – –	5 76	
	Paid for vegetables – – – –	1 52	
	George Wheaton's bill, marketing – –	23 85	
	Paid Captain James, boat hire – – –	2 50	
	Paid Seaman, getting ship's anchor – –	2	
			52 51
			$533 14

No. 28.

Sales of sundries from the cargo of ship Mercury, at Valparaiso, 1823.

1823.					
May	*To ship chandlery.*				
	25 cheeses,	*a* $1	- -	$25	
	13 boxes raisins,	3 50	- -	45 50	
	56 gs. French brandy,	2	- -	112	
	2 boxes, 69¾ lbs. sperm candles,	50	- -	34 87	
	8 bbls. white wine,	28	- -	224	
	20 cases gin,	3 50	- -	70	
	50 doz. porter,	3 50	- -	175	
	4 kegs, 274 lbs. butter,	37½	- -	102 75	
	4 bags, 600 lbs. sugar,	9	- -	54	
	2 bags, 332 lbs. coffee,	26	- -	86 32	
	2 kegs, 47 lbs. powder,	45	- -	21 15	
					$950 59
	To F. Didice.				
	6 empty bbls.	2 50	- -	15	
	6 doz. porter,	3 50	- -	21	
	1 cask white wine -	-	- -	28	
	12 cheeses,	1	- -	12	
					76
	To S. Proudfoot.				
	7 bags, 1,000 lbs sugar,	10	- -	100	
	8 cases gin,	3 50	- -	28	
	1 keg, 73 lbs. butter,	37	- -	27 31	
	2 boxes raisins.	4	- -	8	
					163 31
	Cash, 1 box 127 lbs. white wax,	80	- -	101 60	
	4 patent lights,	3	- -	12	
					113 60
	To Samuel Palmer.				
	18 doz. silk hose,	15	- -	270	
	47 10-12 doz. do. do.	25	- -	1,195 84	
	7 do. do. do.	30	- -	210	
					1,675 84
	1 keg, 56 lbs. butter,	37½	- -	21	
	1 cask, 55 gs. linseed oil,	1 37½	- -	75 62	
					96 62
	3 pieces bagging,	6 50	- -	–	19 50
	12 cheeses,	75	- -	–	9
	To Lynch, Keetz & Co.				
	8 bbls. white wine,	25	- -	200	
	4 doz. porter,	3 50	- -	14	
	2 boxes, 63½ lbs. sperm candles,	50	- -	31 75	
	1 keg, 64 lbs. butter,	37½	- -	24	
					269 75
	2 boxes, 60 lbs. sperm candles,	50	- -	30	
	8 kegs, 482 lbs. butter,	37½	- -	180 75	
	1 cask gin, - - -	-	- -	4	
	25 lbs. sugar; 1 jar olive oil, $3	-	- -	5 25	
	4 cheeses, *a* $1—$4; 1 small spar, $3		- -	7	
					227
	Carried forward - - -			-	$3,601 21

No. 28—Continued.

1823.	Amount brought forward -		-	-	$3,601 21
May.	6 bags, 778 lbs., sugar - - - -			$77 75	
	20 gs. brandy, *a* $2 - -			40	
	1 box raisins, $4 ; 2 half boxes segars, $12 -			16	
					133 75
	622 ps. platillas, *a* $12 25 - -			7,619 50	
	1,350 ps. Brittanas, 3 - -			4,050	
	25 ps. Irish linens, 26 - -			650	
	87 ps. creas, 23 - -			2,001	
					14,320 50
	71½ ps. bunting, *a* $12 - - -		$858		
	Allowance for damage - - -		15		
			843		
	1,000 ps. galoon ribbons, 1 - -			1,000	
	100 jars olive oil, 2 50 - -			250	
	566 ladies' dresses, 4 03 - -			2,298 37	
	150 ps. Nankeen, 1 - -			150	
					4,541 37
	16 hhds. tobacco, 184–35, 11 - -			2,027 78	
	17 demijohns spts. turpentine, 11 - -			187	
	1 cask, 56 gs., S. turpentine, 2 - -			112	
	300 jars olive oil, 3 - -			900	
	100 lbs. sewing silk, 3 50 - -			350	
					3,576 78
	300 bbls. flour, 10 - -			-	3,000
	25 boxes raisins, 4 - -			-	100
	19½ quintals codfish, 4 - -			-	78
	111 bbls. beef, 10 - -			1,110	
	2 pipes Catalonia wine, 50 - -			100	
	1 bbl. white wine - - - -			25	
	100 cheeses 75 - -			75	
					1,310
	80 kegs, 4,772 lbs., butter, *a* 2¾ rs. - -			1,640 37	
	21 half boxes segars, 5 50 - -			115 50	
	1 hhd., 86 gs., linseed oil, 1 37½ - -			118 25	
	1 box, 30 lbs., sperm candles 50 - -			15	
	1 half box cigars - - - -			6	
	2 bbls. flour 10 - -			20	
	1 keg, 68 lbs., butter, 37½ - -			25 50	
	1 ps. bagging - - - - -			10	
					1,950 62
					$32,612 23
	Charges by Lynch, Keetz & Co.				
	Launch hire - - - -			30 50	
	Cooperage, $1 25 ; labor, $1 50 - -			2 75	
	Boat hire, $1 75 ; portage, $10 - -			11 75	
	Commissions, 5 pr. cent - - -			1,443 37	
	Transporting money from Santiago - -			20	
					1,508 37
					$31,103 86

No. 29.

Disbursement ship Mercury, at Valparaiso, June, 1823.

1823.			
April 19	Passage on board ship	$1 50	
	Passages from 19 April to May 2	5 75	
May 24	18 fowls, ship's use	7	
28	114 fowls, ship's use	40	
	Boat hire	5	
29	40 fowls and 11 turkeys	31	
30	40 fowls, $20; duties, $6; boat hire, $7	33	
			$123 25
	Crockery and knives and forks	19 50	
June 1	3 laborers, $2 25; boat hire, $3	5 25	
10 & 11	Boat hire	14	
12	Paid 6 seamen, $3 each day	18	
	Boat hire from 12 to 14	9 75	
	Rum for carpenters	75	
			67 25
13	Boat hire, $3; cook's ladle, $2 50	5 50	
16	6 spoons, $1; boat hire, $8	9	
17	4 laborers, 2½ days, each $1 50 day	15	
18	Horse hire, $2; blacksmith's bill, $59	61	
	Counsel for protest, $18; boat hire, $3	21	
	6 men to sweep for anchor	10	
			121 50
19	1 bakepan, $5; boat hire, $2	7	
	Capt. Crocker's bill, survey	5	
	Carpenter's bill	73 25	
	Bill for fowls	52 50	
	Butcher's bill	29 25	
20	Boat hire, $8; counsel for papers, $10	18	
			185
	Butcher's bill	83 12	
	Butcher's bill	60 13	
	Barley for stock, bill	71 50	
	Walnuts	6 75	
	Amount George Wheaton's bill	71 95	
			293 45
			$790 45

No. 30.

The owners of ship Mercury in account current with Henry Mathewson.

1823.	Dr.		
	To paid for license at Santiago, May, 1823	$10 00	
	paid for license at Valparaiso, May, 1823	2 00	
	secretary and hospital fees	6 00	
	captain of the fort's fees and franking register	18 00	
	fees in and outward	30 00	
	custom-house officer on board at Valparaiso	10 50	
	tonnage duty at Valparaiso, May, 1823	182 00	
			$258 50
	allowance made Turro for difference in quality of creas, at Valparaiso, May, 1823	50 25	
	am't bill, disbursement at Valparaiso, June, 1823	789 97	
	83 fanagas potatoes bill	214 88	
			1,055 10

No. 30—Continued.

To cash had stolen from me at Lynch Keetz's house by one of their servants, June, 1823—39 oz. –	$672 75	
premium paid Van Laceton on $6,000, on board U. S. ship Franklin, at 5 per cent. – –	300 00	
		$972 75
premium paid E. Lynch & Co. on $1,161, depos'd on board U. S. schooner Dolphin, July, 1823 –	63 87	
E. Lynch & Co. commissions on freight, Feb. 1823	12 12	
paid exchange, 200 oz., at Callao, 1823—25 lbs. f.	50 00	
disbursements at Callao, Sept. 1823—bill –	258 88	
		384 87
202 marks pina and silver, deposited on board U. S. schooner Dolphin at Callao, July, 1823 –	816 00	
paid officer passing pina to Dolphin – –	25 00	
paid custom-house officer's sales, sundries –	60 00	
paid do. admitting $7,000 from Dolphin – –	35 00	
paid do. passing $1,500 from shore – –	37 00	
guards with money from Lima, Sept. 1823 –	16 00	
paid officers of last visit boat, Sept. 1823 –	20 00	
paid deposite on $1,161 to Dolphin, Sept. 1823 –	11 61	
		1,020 61
E. Lynch & Co.'s bill, disbursement, Sept. 1823	410 00	
landing 238 bbls. flour at Callao, July, 1823 –	89 00	
carpenter's bill at Callao, July, 1823 – –	108 75	
John Obrion's bill, anchor and cordage, July, 1823	418 37	
		1,026 12
Carried forward,		$4,717 95
CR.		
By freight from Rio to Valparaiso, April, 1823 –	$140 50	
By sales at Valparaiso, May, 1823, per account –	31,103 86	
		$31,244 36
cash credited by E. Lynch & Co. on account of duties paid in copper coin at Lima, Sept. 1823	149 50	
sales at Lima, Sept. 1823, per account – –	10,305 50	
		10,455 00
freight and passage money from Valparaiso to Callao, July, 1823, per freight list – –	1,730 37	
hospital money for 2 seamen discharged at Valparaiso, May, 1823 – – – –	2 07	
balance of account brought forward, Feb'y, 1823	828 67	
		2,561 11
By cash received from the Mercury at Valparaiso, June, 1823 – – – – –	1,089 45	1,089 45
Carried forward,		$45,349 92

No. 30.

The owners of ship Mercury in account current with Henry Mathewson.

DR.		
To amount brought forward, – – – – – –		$4,717 95
Wm. S. Wetmore's bill, spars, June, 1823 – –	$396 25	
paid Alexander Frenow's wages to May 1, 1823 – –	32 64	
paid Martin Derago's wages to May 5, 1823 – –	29 34	
		458 23

No. 30—Continued.

To my order in favor of Wm. S. Wetmore on Lynch, Keetz & Co. at Valparaiso, per his receipt, June, 1823		$3,000 00
duties and expenses in shipping $6,680 from Lima to Callao, September, 1823	$402 34	
premium paid on $4,000, at 1 per cent.	40 00	
premium paid at Valparaiso on $420, at 5 per cent.	23 12	
1 bbl. tar $10, 1 bbl. oil $15, from ship at sea	25 00	
potatoes at Arica, October, 1823	3 00	
		493 46
tonnage duty at Arica, October, 1823	182 00	
captain of the port's fees	15 00	
duty on export of spitia	40 00	
George Wheaton's bill at Arica, October, 1823	35 12	
		272 12
advanced wages to 3 seamen shipped at Callao, Sept. 1823	56 00	
cash paid E. Lynch & Co. at Lima, December, 1823, for loss in duties on flour sold Ramos, Sept. 1823	405 13	
cash paid E. Lynch on account sales uniforms at Lima, Dec. 1823	205 62	
		666 75
amount invoice of pina and silver shipped on board the Mercury, January, 1824		34,248 75
paid changing $3,500 at Lima, December, 1823, 1 per cent.	34 94	
paid deposite 102 marks silver on board U.S. schooner Dolphin	8 00	
paid E. Lynch per bill at Lima, December, 1823, tonnage duty, &c.	339 50	
bill of old copper at Lima, December, 1823	101 90	
		484 34
Carried to sheet No. 2,		$44,341 60
Cr.		
By amounts brought forward, December, 1823		$45,349 92
freight from Callao to Arica, October, 1823	$65 00	
net sales at Arica, October, 1823, per account	2,426 63	
freight from Arica to Callao, November, 1823	214 25	
passage money from Arica to Callao, November, 1823	80 00	
gain on 186 Spanish oz., 25 lbs. last	46 50	
		2,832 38
Carried to sheet No. 2,		$48,182 30

No. 30.

The owners of ship Mercury in account current with Henry Mathewson.

Dr.		
To amount brought from sheet No 1		$44,341 60
Duties at Lima, December, 1823, on $4,000, at 5 per cent.	$200	
Boxes for money	7	
Paid officer's last visit-boat, December, 1823	25	
George Wheaton, bill at Callao, December, 1823	103	
John Obrion, bill at Callao, December, 1823	15 75	
		350 75
To amount remitted Thomas Dickerson & Co., London, Dec'r 30, 1823, in R. Proctor, esq.'s bill, No. 197, on Thomas Kunder, jr., London, on account of the Peruvian loan		4,322 50
Paid port charges at Whamjaces, January, 1824	$175	
Loss on 676 patriot ozes at Lima and at Truxillo, December, 1823, at 25 c. each	169	

No. 30—Continued.

Amount invoice 50 bales cotton, port charges, &c., at Payta, January, 1824	$376 75	
Disbursement at Lima, Whanchaso, and Payta, December, 1823, and January, 1824	435 69	
E. Lynch for $3,000, at 6 per cent., 1823	180	
Cash advanced seamen at Callao for 1823	339 29	
One sheet chart of the coast of Peru, 1823	5	
		$1,680 73
To cash, in Spanish dollars, shipped on board the Mercury for Canton, January, 1824		14,294 91
To balance carried to new account		828 67
		$65,819 16

Cr.

By amount brought from sheet No. 1		$48,182 30
Sales at Lima, December, 1823, acc't		16,198 11
Cash of S. Prevost at Lima, December, 1823, on account of Vallanciene hire	$30 25	
Cash received of E. Lynch, for balance due on voyage to Lima, June, 1822, per account stated	1,383 50	
By expenses on Pina to Dolphin, September, 1823, being twice charged	25	
		1,438 75
		$65,819 16

No. 31.

Sales from the cargo of ship Mercury at Callao and Lima.

1823.				
Sep'r	36 boxes, 1,189¾ lbs., sperm candles, at 50 c.		$594 87	
	5,530 lbs. potatoes		270	
	37 boxes raisins, at $4		148	
	63 cases gin, 5		315	
	12 bbls. Spanish brandy, 20		240	
	6 do do 19		114	
				$1,681 87
	115 cheeses		103	
	26 bags, 3,900 lbs., sugar, 12		468	
	4 do 647 do coffee, 30		194 10	
	2 do 213 do 40 c.		85 20	
	12 pumpkins, 50		6	
	11 1-12 doz. porter, 4		47	
				903 30
	40 gs. French brandy, 2 50		100	
	20 bbls. white wine, 30		600	
	1 do do		25	
	3 do sweet wine, 25		75	
	1 do do		20	
	9 kegs, 614 lbs., butter, 37½		230	
				1,050 00
	49 pr. shoes, 1 75		85 75	
	6 pipes Catalonia wine, 60		360	
	2 bales corks, 75		150	

No. 31—Continued.

1823.				
Sept.	1 bale, 22 ps., sheeting,	$13	$286	
	14 ship's oars,	2	28	
	1 bag barley		4 50	
				$914 25
	1 quintal cod fish,	8	8	
	10 boxes segars,	5	50	
	4 doz. cologne water,	3	12	
	29 jars olive oil,	3	87	
	5 gs. linseed oil,	1 75	8 75	
	50 bbls. flour,	10	500	
				665 75
	8 kegs, 457 lbs., butter, at 2¾ rs.		157 18	
	2 quintals cod fish,	at $10	20	
	133 pr. pantaloons,	3	399	
				576 18
	1 bag, 168 lbs., coffee,	30	50 40	
	1 bowsprit and piece of timber		53	
	3 4-12 doz. silk hose	25	83 33	
	2 doz. do	13	26	
				212 73
	Carried forward			$6,004 08
	Brought forward			$6,004 08
	SALES BY E. LYNCH.			
	200 bbls. flour,	at $11	2,200	
	Less abated for damages		245	
				$1,955 00
	238 bbls. flour, all oily,	8 50	2,023	
	3 boxes, 386 lbs., wax,	80	308 75	
	1 box raisins		4	
	1 pipe Catalonia wine		60	
	4 bbls. wine,	25	100	
				2,495 75
				$4,450 75
	CHARGES.			
	Stamped paper		1 2	
	Landing and freight of raisins		18 6¼	
	Custom-house storage		4 7	
	Duties on raisins		36 4	
	Duties on 1 bag coffee		3 5	
	Commissions, at 5 per cent.		222 4	
				287 53
				$4,163 22
	76 boxes raisins at auction, by John Twaits		298 21	
	Deduct sales of 1 pipe and 4 bbls. wine, being credited in my sales		160	
				138 21
				$4,301 43
	Sales above by myself			6,004 08
				$10,305 51

No. 32.

Disbursements ship Mercury at Callao, Sept., 1823.

1823.			
July 19	Passage to Lima	$6	
22	J. Bond's bill board	14 25	
	Passage to Callao	6	
26	Passage to Lima	3	
27 & 28	Dinners	4	
30	J. Bond's bill	12 12	
	Passage to Callao	6	
August 1	Passage to Lima	6	
			$57 37
	Expenses at Lima, from Aug. 1 to Sept. 11, 1823		160 00
	House rent paid by E. Lynch	3 68	
	Paid laborers getting off timber	75	
	Carriage from Lima to Callao, Sept. 11	6	
	George Wheaton's bill at Callao, Sept., 1823	30 88	
			41 31
			$258 68

No. 33.

Repairs of ship Mercury at Valparaiso and Callao, June and July.

1823.			
June 10	Boat hire	$10	
11	Do	4	
12	6 seamen, at $3 per day	18	
	Boat hire	3	
13	Do	4	
14	Do	1 75	
			$40 75
	Rum for carpenters	0 06	
	Boat hire	3	
15	Do	3	
16	Do	5	
"	2 sticks timber for anchor stock	40	
17	4 seamen, 2½ days each	15	
			66 75
18	Horse to go to consul	2	
"	Blacksmith's bill	59	
"	Consul for protest	18	
"	Boat hire	3	
"	6 men to sweep for anchors	10	
			92 00
19	Boat hire	2	
"	Capt. Crocker's bill survey	5	
"	Carpenter's bill	73 25	
20	Boat hire	8	
			88 25
"	Wm. S. Wetmore's bill spars, &c.		396 25
July 30	Paid for timber at Callao	101	
	John O'Brion, bill rigging, &c.	417 25	
	U. S. ship Franklin for carpenters	108 75	
			627 00

No. 33—Continued.

1823.				
July 30	930 lbs. rope,	at $18	$167 40	
	2¾ bolts duck for gib,	22	60 50	
	Making gib and twine		10	
				$237 90
	250 lbs. sheet lead,	25	62 50	
	40 do copper,	0 50	20	
	12 lbs. copper nails,	0 50	6	
	50 lbs. bolts and spikes,	0 25	12 50	
				101 00
August 2	1 anchor, 1521 lbs.,	0 15		228 15
	1 14-inch cable, 49-00.00	15		735 00
	Victuals for ship's crew, from 9th to 20th June			150 00
	1 bbl. tar		14	
	Painting ship		100	
	Mizen top-gallant sail		15	
	Victuals and drink for carpenters at Callao, July, 1823		150	
	My comm's on $3,043, at 5 per cent.		152 15	
				431 15
				$3,194 20

No. 34.

Sales of sundries from the cargo of ship Mercury, at Arika.

1823.			
October	47 boxes cologne water	$71 00	
	2 cases gin, at $7	14 00	
	81 lbs. sewing silk, at $4	324 00	
	1 quintal fish	6 00	
	75 lbs. coffee	27 00	
			$442 00
	100 ps. sheeting, at $12	1,200 00	
	10 " " 13	130 00	
	200 lbs. thread, 1-7	375 00	
	50 cheeses, at 6 rs.	37 50	
	1 bbl. white wine	35 00	
	3 " " at $30	90 00	
	1 bag, 176 lbs. sugar	24 00	
	248 pair shoes	393 25	
			2,284 75
			$2,726 75
	CHARGES.		
	Duties at custom-house		300 12
			$2,426 62

No. 35.

Sales of sundries from the cargo of ship Mercury, at Callao and Lima, December, 1823.

1823. December	22 pieces sheeting, at	$12 04	– – –	$275 00	
	11 " "	12 07½	– – –	142 02½	
	21 " "	12 07	– – –	270 03	
	22 " "	12 07	– – –	283 02	
	22 " "	12 04	– – –	275 00	
	22 " "	12 06	– – –	280 04	
	77 " "	12 04	– – –	962 04	
	23 " "	12 05	– – –	290 03	
	12 " "	12 00	– – –	144 00	
	15 " "	14 03	– – –	215 05	
	15 " "	13 04	– – –	202 04	
	10 " "	13 00	– – –	130 00	
	12 " "	11 00	– – –	132 00	
	10 " "	10 03	– – –	103 06	
	8 " "	10 00	– – –	80 00	
	20 " "	11 00	– – –	220 00	
	22 " "	10 04	– – –	231 00	
	21 " "	11 01	– – –	233 05	
	14 " "	11 04	– – –	159 00	
	3 " "	10 05	– – –	31 07	
	382				$4,662 65
	30 kegs, 1,519 lbs. butter, at	$9	– – –	$319 02	
	12 pieces duck, at	$9	– – –	108 00	
	8 " "	8 01	– – –	65 00	
	20 bbls. Malaga wine, at	$25	– – –	500 00	
	3 " "	25 01	– – –	75 03	
	3 bbls. white wine, part out		– – –	87 04	
	14 " "	at $40	– – –	560 00	
	2 " "	45	– – –	90 00	
	1 pipe Catalonia wine	–	– – –	55 00	
	1 bbl. Malaga wine	–	– – –	25 00	
	50 doz. Cologne water	–	– – –	125 00	
					2,010 13
	21 boxes, 420 cheeses—105 damaged		– –	272 01½	
	20 " 2,629½ lbs. white wax, at	$90	– –	2,366 04	
	98 boxes segars, at	$1 02½	– – –	128 05	
					2,767 31
	Carried forward	– – –	–	$9,440 19	
1823. December	Amount sales brought forward	–	–	$9,440 19	
	CHARGES.				
	Stamp paper, $2.2; custom-house storage, $10.4½	–	$12 6½		
	Freight from Callao to custom-house	–	159 2		
	From custom-house to auction	– –	78 1		
	Weighing, $1.4; duties *simfied*, $1,680.7	–	1,682 3		
	Commissions, $335.1; less paid John Twaites, $222.3		110 6		
	Stamp paper, $1.6; custom-house storage, $8.5	–	10 3		
	Freight from Callao to custom-house	–	57		
	Custom-house to store and auction	– – –	21 2		
	Weighing wax and butter	– – – –	3 0		
	Duties as specified	– – – – –	476		
	Commissions to Thwaits	– – – –	80		
					2,690 99
					6,749 14

No. 35—Continued.

1823.			
December	To John Obrion.		
	79 bbls. Spanish brandy, at $16	$1,264	
	21 pipes Catalonia wine, 55	1,155	
	198 empty bbls. 2	396	
	4 bales, 62 pieces bagging, 5	340	
			$3,155
	To John Jeninge.		
	27 bags, 4,471 lbs. coffee, at $20		894 17
	To George Ross.		
	20 bags, 2,378 lbs. sugar, at $7		166 46
	10 bbls. white wine, 30	300	
	4 bbls. white wine, 35	140	
	1 bbl. white wine,	20	
	1-16 bbl. white wine	33	
	1 bbl. Malaga wine	20	
			513
	5 bags, 650 lbs. coffee, at $26	169	
	1 bag, 110 lbs. coffee, 36	33	
	95 lbs. coffee	23 6	
			225 75
	1 piece sheeting	13	
	3 bbls. Spanish brandy, at $16	48	
	20 galls. paint oil, 1.6	35	
	1 bbl. Spanish brandy	20	
	1 half box segars	5	
	1 jar olive oil	3	
	7½ doz. Cologne water, at $2.4	18 6	
			142 75
	795 military coats, at $5	3,975	
	139 pr. pantaloons, 2.4	347 4	
			1,322 50
	6 boxes segars		29 33
			$16,198 12

No. 36.

Disbursements of ship Mercury at Lima, Callao, Truxillo, and Payta, December, 1823, *and January*, 1824.

1823.			
Oct 31	Passage to Lima	$5 00	
Nov. 4	Carriage to Callao, and back to Lima	10 00	
8	Carriage and expenses	8 00	
15	Do do to Callao	9 00	
20	Do do do	8 00	
26	Do do do	10 00	
			$50 00
	Carriage and expenses, from December 2d to 30th, 1823, going to and from Callao to Lima		61 00
31	Expenses to Lima for ship's papers		6 00

No. 36—Continued.

1823. Nov.	Board and lodgings at Lima, from Oct. 30 to December 30, 1823, 60 days—$3 per day - -	–	$180 00
	Paid Obrion for paper - -	–	1 50
1824. Jan. 6	Boat hire at Whampako - -	3 00	
	Horse to Truxillo and back -	8 00	
	4 fowls, $4; 2 sheep, and grass, $6	10 00	
	1 bag beans, $5; bag flour, $8 -	13 00	
	1 cargo rice, $20; boat hire, $7 -	27 00	
			61 00
	Payta, January 13th, 1824.		
	Paid capt. of the port's bill of sundries	45 37	
	2 sacks potatoes, $7; 6 pumpkins, $1	8 00	
	George Wheaton's bill, sundries -	12 32	
	Chocolate, $2; 12 lbs. copper n'ls, $6	8 00	
	Ship's clearance - - -	50	
	4 seamen, assisting to unmoor ship at Callao, Sept., 1823 - -	2 00	
			76 19
			$435 69
	Deduct cash received from S. Prevost for passages in Valparaiso, at different times.		

No. 36.

Owners of ship Mercury, Dr., to the following sums paid crew at Callao, November, 1823.

To Christopher Robinson, discharged, 2d officer	–	$123 49
" George Rossin, seaman - - -	$12 00	
" David Swany, cook - - -	14 50	
" Nicholas Salone, seaman - - -	24 00	
" John Demon, do - - -	11 00	
" Seth Perkins, do - - -	16 00	
" Charles White, do - - -	12 75	
" John Rich, do - - -	12 75	
" Christian Loch, do - - -	7 00	
" Wm. Mitchell, do - - -	13 75	
" Olas Swanson, carpenter - - -	26 50	
" Manuel Hart - - - -	2 25	
" Nathanal Can - - - -	18 05	

No. 36—Continued.

To Baxter Cawfo - - - -	$2 00	
" James Parrs - - - -	8 75	
" James Sullivan - - - -	2 25	
" Wm. Jones - - - -	18 25	
" Henry Canorker - - - -	14 00	
		$215 80
		$339 29

No. 37.

The owners of ship Mercury in account with Henry Mathewson, voyage to Lima, 1822.

	Dr.		
1822.	Paid E. Lynch & Co. expenses on gin	$42 75	
	Closing ship's register, June, 1822 -	52 50	
	Valbamine to Callao, June, 1822 -	4 00	
	Capt. Fits, for wine - -	40 00	
			$139 25
	To cash shipped you by E. Lynch & Co., Dec., 1822, by brig Harriet, Capt. Kelly, bound for Baltimore -	–	3,674 87
	Export duty, commissions, &c. -	67 62	
	Expenses to Callao, Sept., 1823 -	3 00	
			70 62
			3,884 74
	To export duty on $425, Dec., 1823	25 50	
	Horse and expenses to Callao -	4 00	
	Balance carried to new account, December, 1823 - - -	1,383 50	
			1,413 00
			5,297 74
	Cr.		
1822.	By balance of old account due from E. Lynch & Co., voyage to Lima, 1822 - -		$4,577 69
	By net sales of gin left with E. Lynch, June, 1822, for sale - - - -		720 05
			$5,297 74

No. 38.

Invoice of Pina and Silver shipped by Henry Mathewson on board the Mercury for Canton, Jan., 1824.

712 M. 5½ oz. pina, *a* $8 25 - -	$5,879 05½	
88 M. 2½ oz. silver in bars, *a* $7 04 -	662 02½	
1,652 marks silver,		
1,495 do pina, } 3,174 marks, *a* $8 02	25,962 06	
218 do do } *a* $8 00	1,744 00	
		$34,248 75
4,166 marks.		
102 marks pina, *a* $8 - - -	816 00	
Spanish dollars - - -	14,294 00	
		15,110 00
		49,358 75
10 quintals, 19 lbs., old coffee, *a* $10 -	101 90	
50 bales cotton - - - -	300 00	
Expenses and port charges - -	76 75	
		478 65
		$49,837 40

No. 39.

Schedule of the cargo of ship Mercury, shipped at Gibraltar, December, 1822, and sold at Valparaiso, Lima, Arika, Monterey and Guayaquil.

Different articles of cargo shipped.	Quantity of each article.	Sales at Valparaiso.	Sales Sept. at Lima.	Sales at Arika.	Sales at Monterey	Sales at Guayaquil.	Sales December at Lima.	Remarks.	Quantity.
Ladies dresses -	567	566	-	-	-	-	-	1 piece fell short or stole - - -	567
P. platillas -	621	622	-	-	-	-	-	1 piece over - - - -	622
P. britania -	1,350	1,350	-	-	-	-	-	- - - - - -	1,350
P. creas - -	87	87	-	-	-	-	-	- - - - - -	87
P. sheeting -	517	-	22	110	-	-	383	2 retailed to crew - - - -	517
Doz. silk hose -	78½	72 10-12	5 4-12	-	-	-	-	4 pair stole by a priest of Valparaiso -	78½
P. linen - -	25	25	-	-	-	-	-	- - - - - -	25
P. E. duck -	65	-	-	-	-	29	20	16 retailed to crew and ship's use - -	65
P. bunting -	79	71½	-	-	-	-	-	several half pieces invoiced for whole ones -	79
Lbs. thread -	200	-	-	200	-	-	-	- - - - - -	200
P. bagging -	72	4	-	-	-	-	68	- - - - - -	72
P. ribbon -	1,000	1,000	-	-	-	-	-	- - - - - -	1,000
P. *eskun* -	150	150	-	-	-	-	-	- - - - - -	150
Lbs. silk -	184	100	-	81	-	-	-	2 lbs. stole by Priest; 1 lb. stole by Lynch's brother - - - -	184
M'l coats -	795	-	-	-	-	-	795	- - - - - -	795
P. loons -	273	-	133	-	-	-	139	1 pair short in ‡ 30 - - -	273
Pipes C. wine -	35	2	7	-	-	-	23	3 pipes to fill up with - - -	35
Empty bbls. -	200	6	-	-	-	-	198	4 were brandy bbls. leaked out - -	204
Bbls. flour -	799	302	488	-	-	-	-	7 ship's use; 2 stole at Lima - -	799
Bbls. brandy -	109	18	-	-	-	-	83	4 leaked out; 4 ship's use - - -	109
Pipes brandy -	1	76gls.	40gls.	-	-	-	-	19 ship's use and leakage - - -	1
Boxes candles -	44	7	36	-	-	-	-	1 box, 31¼ lbs., pay for broken candles -	44
Doz. cologne -	88	-	4	23½	-	-	57½	3 broke falling from mule - - -	88

No. 39—Continued.

Different articles of cargo shipped.	Quantity of each article.	Sales at Valparaiso.	Sales Sept. at Lima.	Sales at Arika.	Sales at Monterey	Sales at Guayaquil.	Sales Dec. at Lima.	Remarks.	Quantity.
Doz. porter -	151 7-12	60	119-12	-	193-12	-	-	33 to crew; 27 broke and ship's use -	151 7-12
Bbls. White wine	80	18	21	4	-	-	35	2 ship's use - - - -	80
Bbls. S. wine -	50	-	4	-	-	-	25	19 sold at Lima, 1825; 1 to fill up; 1 ship's use	50
Bales corks -	2	-	2	-	-	-	-	- - - - - -	2
Boxes raisins -	161	41	114	-	-	-	-	6 ship's use - - - - -	161
Dem. turpentine -	21	17	-	-	-	-	-	4 broke on board ship - - -	21
Jars O. oil -	439	400	29	-	-	-	2	5 to fill up; 3 ship's use - - -	439
½ boxes segars -	26	24	-	-	-	-	1	1 called for in sales - - - -	26

No. 39.—*Schedule of ship Mercury, cargo shipped at Gibraltar and Rio de Janeiro, 1822 and 1823, and sold at Valparaiso, Lima, Arika, Monterey, and Guayaquil.*

Different articles of cargo shipped.	Quantity of each article.	Sales at Valparaiso.	Sales Sept. at Lima.	Sales at Arika.	Sales Dec. at Lima.	Sales at Monterey.	Sales at Guayaquil.	Remarks.	Quantity.
Hhds. tobacco -	16	16	-	-	-	-	-	- - - - - -	16
Kegs tobacco -	24	-	-	-	-	-	-	21 sold Lima, 1826; 1½ stole Guayaquil; 1½ retailed to crew - - - -	24
Cask L. oil -	4	2	-	-	-	-	138gls.	40 gls. retailed; 36 leaked and ship's use -	4
Cask S. turpentine	1	1	-	-	-	-	-	- - - - - -	1
Quintals fish -	200	19½	3	1	-	-	-	177 rotten and hove away, Canton - -	200
Bbls. beef -	119	111	-	-	-	-	4	1 hove overboard; 3 stop leak - -	119
Kegs butter -	152	96	17	-	30	-	-	5 stole custom-house Lima and ship's use -	152
Bags coffee -	51	2	7	1	36	1	1	4 bags with B. & Sweet not acc'd for by them	51
Bags sugar -	70	16	26	1	20	-	-	7 bags ship's use - - - -	70
Boxes ware -	24	1	3	-	20	-	-	- - - - - -	24
Dutch cheeses -	997	153	115	50	525	-	-	154 eat by crew and hove away, mostly rotten	997
Boxes segars -	155	-	10	-	104	-	-	41 left in custom-house Lima, not able to sell for duties - - - -	155
Cases gin -	100	29	63	2	-	-	5	1 ship's use - - - -	100
P. shoes - -	312	-	49	248	-	-	-	15 damaged on board ship - - -	312
Ship's oars -	60	-	-	-	14	15	15	16 ship's use and stole Guayaquil - -	60

No. 39—Continued.

Different articles of cargo shipped.	Quantity of each article.	Sales at Valparaiso.	Sales Sept. at Lima.	Sales at Arika.	Sales at Monterey	Sales at Guayaquil.	Sales Dec. at Lima.	Remarks.	Quantity.
Doz. porter -	151 7-12	60	11 9-12	-	19 3-12	-	-	33 to crew; 27 broke and ship's use -	151 7-12
Bbls. White wine	80	18	21	4	-	-	35	2 ship's use - - - -	80
Bbls. S. wine -	50	-	4	-	-	-	25	19 sold at Lima, 1825; 1 to fill up; 1 ship's use	50
Bales corks -	2	-	2	-	-	-	-	- - - - - -	2
Boxes raisins -	161	41	114	-	-	-	-	6 ship's use - - - - -	161
Dem. turpentine -	21	17	-	-	-	-	-	4 broke on board ship - - -	21
Jars O. oil -	439	400	29	-	-	-	2	5 to fill up; 3 ship's use - - -	439
½ boxes segars -	26	24	-	-	-	-	1	1 called for in sales - - - -	26

No. 39.—*Schedule of ship Mercury, cargo shipped at Gibraltar and Rio de Janeiro, 1822 and 1823, and sold at Valparaiso, Lima, Arika, Monterey, and Guayaquil.*

Different articles of cargo shipped.	Quantity of each article.	Sales at Valparaiso.	Sales Sept. at Lima.	Sales at Arika.	Sales Dec. at Lima.	Sales at Monterey.	Sales at Guayaquil.	Remarks.	Quantity.
Hhds. tobacco -	16	16	-	-	-	-	-	- - - - - -	16
Kegs tobacco -	24	-	-	-	-	-	-	21 sold Lima, 1826; 1½ stole Guayaquil; 1½ retailed to crew - - - -	24
Cask L. oil -	4	2	-	-	-	-	138gls.	40 gls. retailed; 36 leaked and ship's use -	4
Cask S. turpentine	1	1	-	-	-	-	-	- - - - - -	1
Quintals fish -	200	19½	3	1	-	-	-	177 rotten and hove away, Canton - -	200
Bbls. beef -	119	111	-	-	-	-	4	1 hove overboard; 3 stop leak - -	119
Kegs butter -	152	96	17	-	30	-	-	5 stole custom-house Lima and ship's use -	152
Bags coffee -	51	2	7	1	36	1	1	4 bags with B. & Sweet not acc'd for by them	51
Bags sugar -	70	16	26	1	20	-	-	7 bags ship's use - - - -	70
Boxes ware -	24	1	3	-	20	-	-	- - - - - -	24
Dutch cheeses -	997	153	115	50	525	-	-	154 eat by crew and hove away, mostly rotten	997
Boxes segars -	155	-	10	-	104	-	-	41 left in custom-house Lima, not able to sell for duties - - - -	155
Cases gin -	100	29	63	2	-	-	5	1 ship's use - - - -	100
P. shoes - -	312	-	49	248	-	-	-	15 damaged on board ship - - -	312
Ship's oars -	60	-	-	-	14	15	15	16 ship's use and stole Guayaquil - -	60

No. 40.

Sales by Henry Mathewson of sundries at Canton, May, 1824, on account of the owners of ship Mercury.

4,268 marks of silver and pina - -	$35,052 83	
Spanish dollars - - - -	14,294 91	
Premium on dollars - - -	63 00	
50 bales of Peru cotton - - -	379 52	
1,000 lbs. copper shot - - -	165 00	
		$49,955 26

No. 41.

Invoice of sundries shipped by Henry Mathewson on board the ship Mercury, at Canton, June, 1824, for Chili and Peru, on account of the owners of said ship.

[M]			
n ta 2	2 cases 25 E., 50 pieces, 18 yds. 40 tale black satin – – – – –	–	$800 00
3 a 4	2 cases 25 E., 50 pieces, 18 yds. 12 tale colored sarsinett, – – – – – –	$7 50	375 00
5 a 18	14 cases 25 E., 350 pieces, 14 tale 7-8ths cross-barred handkerchiefs – – –	8 00	2,800 00
21 a 32	12 cases 50 E., 600 7-4ths damask figured crape shawls – – – – –	1 90	1,140 00
33, 34	2 cases 25 E., 50 pieces, 18 yds. 32 tale colored satins, 22 1-2 in. – – – –	16 50	825 00
35	1 case, 35 pieces, 18 yds. 33 tale bilba black satin, 22 1-2 in – – – – –	14 00	490 00
36	1 case, 15 pieces, 18 yds. 27 tale ribbed colored satin, 22 1-2 in. – – – – –	1 03½	202 50
37 a 44	8 cases 25 E., 200 pieces, 18 yds. 17 tale black figured sarsinett – – – –	7 60	1,520 00
45 a 46	2 cases 25 E., 50 pieces, 18 yds. 14 tale colored sarsinett, 29 1-2 in. – – – –	8 30	415 00
47 a 52	6 cases 25 E., 150 pieces, 18 yds. 18 tale colored Canton crape – – – –	5 75	862 50
55 a 64	10 cases 50 E., 500 7-4ths damask figured crape shawls – – – – –	1 90	950 00
73 a 76	4 cases 25 E., 100 pieces, 40 yds. sarsinett, 18 in. wide – – – – –	7 50	750 00
77 a 81	5 cases 50 E., 250 figured satin dresses –	5 00	1,250 00
82	1 case, 50 8-4ths fringed and bordered shawls, (satin) – – – – –	5 00	250 00
83 a 86	4 cases 50 E., 200 7-4ths satin shawls – –	4 50	900 00
87,88–87,88	4 cases 25 E., 100 pieces, 22 tale black silk handkerchiefs, fringed – – – –	7 50	750 00
89, 90	2 cases 25 E., 50 pieces, 30 yds. barred sarsinett	10 50	525 00
91, 94	4 cases 50 E., 200 colored crape dresses –	3 25	650 00
95, 96	2 cases 50 E., 100 7-8ths plaid sarsinett hdkfs. –	6 00	600 00
97, 101	5 cases 50 E., 250 satin striped crape dresses –	4 20	1,050 00
103, 104	2 cases 50 E., 100 do do do do –	3 20	320 00
107, 109	3 cases 50 E., 150 7-4ths crape shawls, new pattern – – – – – –	2 05	307 50

111	1 case, 50 fancy figured crape scarfs – –	$1 90	$95 00
114, 117	4 cases 25 E., 100 pieces black ribbon, twilled –	5 40	540 00
140	1 case, 500 pieces, 13 1-2 yards ribbon – –	15 00	75 00
215, 218	4 cases 25 E., 100 pieces 7-8ths cross-barred handkerchiefs – – – – –	8 50	850 00
219	1 case, 150 4-4ths crape shawls – – –	85	127 50
221	1 case, 150 7-8ths crape shawls – – –	85	127 50
222, 229	8 cases 25 E., 200, 18 yds. 18 tale Canton crapes	5 75	1,150 00
230	1 case, 25 pieces cross-barred, twilled hdkfs. –	7 00	175 00
236	1 case, 50 7-4ths embroidered crape shawls –	7 25	362 50
237	1 case, 50 7-4ths do do do $6 00 –	300 00	
	15 do scarfs $4 25 –	63 75	
			363 75
238	1 case, 26 embroidered elegant crape shawls –	–	454 00
262, 263	2 cases 25 E., 50 pieces, 30 yards 36 tale black levantine – – – – –	13 75	662 50
264, 265	2 cases 25 E., 50 pieces 4-4ths black silk hdkfs., 22 1-2 tale – – – – –	7 50	375 00
			$23,090 25
[M]	Amount brought forward –	–	$23,090 25
1 a 154	154 bales 100 E., 15,400 pieces short nankeen, yellow – – – – –	42	6,468 00
155 a 220	66 bales 100 E., 6,600 pieces do do –	38	2,508 00
144, 163	20 boxes 100 E., 2,000 pieces blue nankeen –	66	1,320 00
164, 213	50 boxes 100 E., 5,000 pieces Co. yellow nankeen	54	2,700 00
113	1 case 50 pieces grass cloth hdkfs., 20 in a piece	$8 75	437 50
222, 223	2 cases 50 E., 100 pieces, 40 yds. grass cloth –	10 10	1,010 00
232, 237	6 boxes 1 set E., 172 pieces, dining sets of china	14 00	87 00
238, 239	2 boxes 150 E., 300 coffee bowls and saucers –	7 00	21 00
1, 20	20 couches – – – – –	14 00	280 00
21, 30	10 plain couches – – – –	10 00	100 00
31, 35	5 couches, carved – – – –	15 00	75 00
36, 40	5 couches, elegant – – – –	17 00	85 00
41, 50	10 couches – – – – –	15 00	150 00
1, 15	15 sets camphor trunks, 4 in a set – –	16 00	240 00
16, 45	30 sets camphor trunks, 3 in a set – –	11 00	330 00
46, 65	20 sets camphor trunks, 3 in a set – –	10 00	200 00
1, 18	18 bands, 36 gilt chairs – – – –	2 25	81 00
19, 36	18 bands, 36 plain painted chairs – –	2 00	72 00
37, 72	36 bands, 72 laquid arm chairs – – –	2 00	144 00
73, 84	12 bands, 24 elegant stained arm chairs –	doz. 31 00	62 00
85, 132	48 bands, 96-264 laquid arm chairs – –	2 25	216 00
1, 2	2 boxes 10 E., 20 writing desks – –	5 00	100 00
3	1 box, 10 writing desks – – –	5 00	50 00
141	1 box, 25 dressing cases – – –	2 00	50 00
	1 bureau secretary – – – –	–	20 00
118, 119	2 boxes 500 E., 1,000 tortoise shell combs –	11½	113 00
120, 121	2 boxes 500 E., 1,000 do do –	10½	105 00
123	1 box, 500 bone fans – – – –	20 00	100 00
124	1 box, 500 isinglass fans, – – –	11 00	55 00
125, 128	4 boxes 50 E., 200 rice boxes – – –	55 00	110 00
131	1 box, 20 white feather fans – – –	60	12 00
130	1 box, 30 paper boxes flowers – – –	–	25 00
240, 249	10 boxes 40 Ml. E., 400 mil fire crackers –	25 00	100 00
134	1 box, 12 laquice ware ladies' work boxes –	5 00	60 00
			$40,777 83
[M]	Amount brought forward –	–	40,777 83
135	1 box, 20 laquice dressing cases – –	3 50	70 00
136, 137	2 boxes 50 each, 100 rice boxes – –	–	48 00
138	1 box, 20 rice pagodas – – – –	1 35	27 00

234, 235	2 boxes 50 each, 100 paper lanterns – –	$20 00	$20 00
142	1 box, 1,000 isinglass fans – – –	7 50	75 00
143	1 box, 1,000 isinglass fans – – –	5 50	55 00
132	1 box, 50 laquice tea cannisters – –	2 00	100 00
133	1 box, 50 do do – – –	1 50	75 00
	1 pikle, 10 cadis imperial tea in the above –	–	64 00
			41,112 92
278, 287	10 boxes 40 E., 400 2-lbs. cannisters imperial tea, 6 pickle 50 tale – – – –	–	416 66
26, 261	2 boxes 50 E., 100 bamboo hats – –	69	69 00
266	1 box, 25 white plush hats – – –	1 00	25 00
274, 275	2 boxes 25 E., 50 black plush hats – –	90	45 00
267	1 box, 25 black silk hats – – –	75	23 75
270, 272	3 boxes 50 E., 150 bamboo hats – –	70	105 00
1	1 box, 200 pr. ladies' slippers, 40 cts., $80; 90 pr. suspenders, $27 – – – –	–	104 30
3	1 box, 150 pr. men's velvet slippers – –	70	105 00
4	1 box, 100 pr. men's yellow shoes – –	30	30 00
5	1 box, 100 pr. men's black shoes – –	25	25 00
2	1 trunk, 185 fur caps – – – –	–	194 00
3	1 trunk, 100 grass cloth pantaloons, $1 – –	100 00	
	100 jackets, $1 50 – – –	150 00	
	100 waistcoats, 70 cts. – – –	70 00	
			320 00
5	1 trunk, 100 shirts, $1 90 – – –	190 00	
	50 pr. pantaloons, $1 – – –	50 00	
	34 shirts – – – –	72 08	
	41 pr. p'loons – – –	43 05	
			355 13
‡ Trunk 5, 6	Musqueto nets – – – – –	22 50	
	12 grass cloth shirts – – – –	24 84	
			47 34
4	1 trunk, 100 shirts – – – –	173 00	
	100 shirts – – – –	183 00	
	88 shirts – – – –	182 16	
			538 16
			$43,516 26
[M]	Amount brought forward –	–	$43,516 26
6	1 trunk, 50 shirts – – – –	100 00	
	35 shirts – – – –	116 60	
	66 shirts – – – –	112 20	
	19 shirts – – – –	26 60	
			355 40
	52 pr. pantaloons, $54 60; 13 pr. pantaloons, $13	67 60	
	10 musqueto nets – – – –	40 00	
			107 60
9	1 box, 150 pr. men's slippers (velvet) 70 cts. –	105 00	
10	1 box, 200 pr. ladies' slippers, 40 cts. – –	80 00	
6	1 box, 69 pr. men's yellow shoes – –	25 53	
	100 pr. men's yellow shoes – –	40 00	
7	1 box, 100 pr. men's yellow shoes – –	30 00	
8	1 box, 20 dressing cases, brass bound, $2 30 –	46 00	
			326 53
No mark	5 bales, 20 matrasses with chintz curtains, $4, –	80 00	
8	1 trunk, 35 black satin waistcoats – –	32 25	
	10 pr. suspenders – – –	2 70	
	6 pieces grass cloth hdkfs., $14 50 –	87 00	
			201 95
276, 277	2 wash-hand stands, $6 – – –	12 00	
11	1 box, 50 pr. men's cork shoes, 70 cts. –	35 00	
	4 trunks to pack in – – –	27 00	

214	1 box, 50 tortoise shell combs, $2 75 – –	$137 50	
239	1 box, 50 tortoise shell combs – – –	75 00	
			$306 50
1 a 13	13 boxes tea of different qualities – – –		100 00
293, 294	2 casks, 25 E., 50 pieces, 36 tale 30 yds. black levantine, $13 50 – – – – –		675 00
			$45,589 24
	Deduct short in silks:		
	No. 34, 5 pieces, $16 50 – – –	82 50	
	No. 35, 1 piece, $14; No. 36, 1 piece, $13 50 –	27 50	
1842 a 44	75 pieces figured sarsinett, $7 06 – –	570 00	
			680 00
			$44,909 24
	CHARGES.		
	Washing clothes – – – –	20 00	
	Labels – – – – –	2 50	
	Commissions as charged by Russell & Co. –	898 18	
			920 68
			$45,829 92

No. 42.

DR. *The owners of ship Mercury, to the following sums paid crew of ship at Canton, June*, 1824.

To cash advanced Chas. Swinson - - - -	$62 40	
Thomas Gould - - - -	100 52	
Enoch Holden - - -	54 92	
Nicholas Salone - - - -	45 27	
George Ropin - - - -	50 85	
		$313 96
John Demon - - - -	57 30	
John Allen - - - - -	48 30	
Seth Perkins - - - -	70 67	
David Swaney - - - -	61 25	
Christ'n Lock, (died at Whampoa, May 26, 1824)	58 60	
		296 12
Charles White, (died at sea, July 10) -	54 05	
Andrew Rovely - - - -	69 45	
John Rich - - - -	36 35	
Harry Cannoker - - - -	23 20	
John Young - - - -	28 17	
		231 17
Alte Sair - - - - -	9	
Cyrus B. Manchester - - -	50	
Christian H. Christanna - - -	25	
John Turner, (discharged April 20, 1824) -	129 12	
		213 12
		$1,054 37

No. 43.

Disbursements ship Mercury at Canton, June, 1824.

1824.			
April 10	Fresh fish for crew	$2	
	George Wheaton's bill, sundries ship at Whampoa	26	
			$28
	Pilot from Lintin to Whampoa	–	60
	Victuals for boat's crew at Macao	7 75	
	1 pikle yams, for ship's use	4	
	Paid towing boat from Macao to ship	3	
	6 gimblets; 4 scrapers	1 50	
			16 25
	Paid Hoffman for supplies from April 18 to May 3	–	23 87½
	Boat to attend ship at Whampoa	6	
	Carpenter's bill, $24; caulker's bill, $12	36	
	Carpenter's fitting windlass, bill	5	
	3 bbls. tar, and passing things to ship	11	
			58
	Paid China boy expenses at Canton	–	26
	Boat from Canton to ship, June 18th	4	
	Paid washing new shirts	10	
	Matting trunks and boxes	5 50	
June 20	Pumpkins and potatoes, ship's stores	34 50	
	Log paper, ship's use	4	
			58
	Paid China man, taking care of boat at Canton	5	
	Fresh fish and coffee bowls, ship's use	2 50	
	12 tumblers	2	
			9 50
	Paid 12 China men, assisting to work ship from Bagatagin to sea, June 27, 1824, 8 days each, ship's crew being all sick	–	54
26	Fresh fish	–	1
			$334 62½

No. 44.

Copy of Russell & Co.'s disbursements for ship Mercury, at Canton, June, 1824.

1824.			
May 4	Stick timber and boat hire	$15 50	
	1 teak plank, $10; 22 panes of glass, $7 04	17 04	
7	Duties on timber, $5; duties on tea, 2	7	
	2 charts of the China sea	6	
			$45 54
June 1	Hoffman, for supplies	-	169 44
10	Jacob Covut's bill of bread	-	786 21
	Jacob Covut's bill of coffee	-	94 40
	Languish fees at Canton	-	216
	Comshaw to house compradore	-	96
	2 boats for money, $6; chop boat for cotton, $16	-	22
	Duties on block to take ship's mast out	-	10 50
	20 pikles sugar	-	155
	Comshaw and measurement	-	3,493 03

No. 44—Continued.

1824.				
June 13	Pitman and French's bill - - - -	-		$33 65
	Factory rent and expenses - - - -	-		350
	1 stick of teak timber - - - -	-		19
	Pilotage to Macao - - - -	-		60
	16 caddies copper nails - - - -	-		10 66
	Boat to Lintin for charts - - - -	$7		
	1 pikle sugar and 1 box tea - - -	16 50		
	Duties on bread - - - - -	73 75		
	Azon's bill, victualling crew, and 3 doz. curry -	50 22		
	Comshaw to compradore - - - -	300		
				447 49
				$6,008 90

No. 45.

Owners of ship Mercury in account with Henry Mathewson.

1824.	Dr.	
January.	To paid Lynch, Keetz & Co., bill for sundry expenses at Valparaiso, June, 1823 - - - - - - -	$51 25
	To amount George Wheaton's wages, settled at Canton, April 20, 1824, per receipt on portage bill . - - - -	507
	To amount invoice of ships's cargo, shipped at Canton for Chili and Peru, June, 1824, remitted by Russell & Co. - -	45,829 92
	Cash left with Russell & Co., to pay extra expenses against ship at Canton, June 6, 1824 - - - - - -	385 39
	Cash due from E. Lynch, on acc. of freight of 78 bales cotton from Peru to Canton, April, 1824 - - - -	299 92
	Counterfeit dollars returned by Russell & Co., at Canton, June, 1824 - - - - - - -	11
	To amount Russell & Co.'s bill [of] disbursements at Canton, June 16, 1824, pr. bill - - - - -	6,008 90
	To amount bill of sundries for ships at Whampoa, June 16, 1824 - - - - - - -	334 62
	To amount advances [to] seamen at Canton, June, 1824, per account - - - - - - -	1,054 37
	To amount carried to new account, June 27, 1824, folio 12 -	470 56
		$54,952 93
	Cr.	
1824.	By balance of acct. brought from folio 10 - - -	$828 67
	" order on E. Carrington & Co., in favor [of] George Wheaton, dated at Canton, April 20, 1824 - - -	503 60
	" hospital money from George Wheaton, June, 1824 - -	3 40
	" amount of freight from Peru to Canton, June, 1824 -	1,162
	" sales of silver and specie at Canton, June, 1824, per sales rendered - - - - - - - -	49,955 26
	" cash received of Russell & Co., at Canton, June, 1824, on account of money shipped on board the George, by Wm. S. Wetmore, at Chili, November, 1823, pr. my order - -	2,500 00
		$54,952 93

No. 46.

Invoice of sundries, shipped by Russell & Co. on board ship Mercury, at Canton, June, 1824, for South America, for sale on account and risk of E. Carrington & Co. and C. Butler, esq.

B and C	1 box, 100 pieces, N. 2, comp. nankeen - -	-	$72
	125 cases gin, part out - - - -	-	500
			572
	Charges.		
	Transporting to Hong - - - -	$3 08	
	Duties on exportation - - - -	125	
	Commissions, 2 pr. ct. - - - -	11 44	
			139 52
			$711 52
	Freight 50 dollars the ton.		

No. 47.

Invoice of sundries shipped by Samuel Russell on board ship Mercury, at Canton, June, 1824, for South America, on his own account.

[S]	1, 4	4 cases, 50 each, 200 7-4 satin shawls –	at	$7 50	$1,500
	5, 6	2 cases, 50 each, 100 crape dresses, 50 y—50	–	3 50	550
	7	1 case, 50 crape dresses, crimson – –	–	6 50	325
	8	1 case, 50 crape dresses, scarlet – –	–	7	350
	9	1 case, A, 2 7-4 embroidered crape shawls	–	50	100
		B, 2 do. oak leaf – –	–	16	32
		F, 3 do. poppies figure – –	–	25	75
		G, 10 do. oak leaf – – –	–	18	180
		C, 1 do. scarlet oak leaf } 1 do. plain middle } –	–	19	38
		D, 1 white lion – – –	–	–	19
		E, 2 do. scarlet paguda –	–	21	42
	10, 11	2 cases, 25 each, 50 pieces black levantine	–	18	900
		Commissions, 2 per cent. – – –	–	–	82 22
		50 dollars the ton freight.			$4,193 22

No. 48.

Invoice of sundries shipped by Pirkins & Co. on board ship Mercury, at Canton, June, 1824, on account and risk of the shippers.

1824.			
[S] No. 24	1 case, 20 pieces, 18 y. e., 24 inches blue camlet, at	$13	$260
M 25, 26	2 cases, 20 e., 40 pieces, 18 y., 24 do. black do.	12	480
16, 19	4 cases, 25 e., 100 pieces, 30 y., 24 black levantine	12 70	1,270
20, 23	4 cases, 25 e., 100 ps., 4-4 double twilled blk. hhdfs	8	800
32, 39	8 cases, 25 e., 200 pieces, 7-8 birdseye hhdfs –	3 30	660
43, 45	3 cases, 25 e., 75 pieces, 7-8 do. do. fine –	5 40	405
28, 31	4 cases, 6 e., 24 double ps. blk. velvet, 7 y. by 21 in.	10	480
40, 42	3 cases, 6 e., 18 pieces colored velvet, 16 y. by 21 in.	31 50	567
11	1 case, 40 satin robes, 7-3 y. 20 in. – –	5 95	238
12, 13	2 cases, 30 e., 60 satin dresses – – –	5 95	357
14	1 case, 40.		
15	1 case, 35, 75 satin dresses, 6½ y. 24 in. – –	5 25	393 75
46, 47	2 cases, 25 e , 50 pieces, 18 y. 29½ in. black satin –	14 20	710
48	1 case, 9 pieces, (11) y. 29½, black stripes satin –	14 20	127 80
	11 pieces, 15 y. 29½, do. do. –	13 20	145 20
49	1 case, 9, } 15 pieces, 30 y. satin vesting – –	23 30	349 50
50	1 case, 6, }		
27	1 case, 200 satin stripes, 3 y. 19 in. – –	2 65	530
1, 4	4 cases, 50 e., 200 7-4 levantine shawls – –	4 15	830
5, 9	5 cases, 50 e., } 290 levantine shawls – –	4 15	1,203 50
10	1 case, 40, }		
51, 100	50 cases, 50 e., 2,500 7-4 crape shawls – –	1 85	4,625
	Expenses dying 300, true scarlet – – –	–	150
101, 150	50 cases, 50 e., 2,500 7-4 crape shawls – –	1 85	4,625
	Expenses dying 1,000 scarlet – – –	–	500
151	1 case, 9 e., embroidered shawls, superior –	16 15	145 35
	20 do. do. – – –	10 15	203
	20 do. do. – – –	9 15	183
	Expenses dying – – – – –	–	15 50
[S]	100 cases, 50 e., 5,000 pieces first quality nankeen, 10 y. long, 12 in. wide – – – –	94½	4,725
	Freight one-third net profits.		

No. 49.

Invoice of sundries shipped by Thomas F. Forbes on board ship Mercury, at Canton, June, 1824, for S. America, on his own account and risk.

[F] ‡	1	1 case, 40 levantine shawls, 7-4 - - -	$4 55	$182
	2	1 case, 23 8-4 satin shawls - - -	5 25	120 75
		18 6-4 levantine shawls - - -	3 25	58 50
	3	1 case, 20 4-4 white levantine shawls - -	1	20
		40 7-8 ladies' single handkerchiefs -	78	31 25
		20 satin dresses - - - -	5 75	115
	4, 5	2 cases, 50 e., 100 7-4 crape shawls - -	2 02½	202 50
	6, 9	4 cases, 50 e., 200 crape dresses - - -	3 42	684
		Freight one-third net profits.		$1,414 00

No. 49—Continued.

Invoice of sundries shipped, Oliver H. Gordon, on board ship Mercury, at Canton, June, 1824, on account of Charles N. Talbot, of New York.

	83 boxes Spanish segars, at $6 - - - - - Freight 12 cents the box.	$498 00

No. 50.

Disbursements, ship Mercury, at Monterey, December, 1824.

1824.				
Oct.	28	1 bullock, ship's use - - - -	$7	
Nov.	3	1 small bullock - - - - -	5	
		2 arobas potatoes, at $1 - - - -	2	
	4	4 arobas and 6 pounds onions, 24 - - -	10 4	
		Red peppers - - - - -	2	
		2 cows, $14; 40 arobas potatoes, 6 reals 30 -	44	
				$70 4
	5	2 sides leather, at $2 - - - -	4	
		3½ arobas potatoes, 6 reals - - -	6 2	
	11	Paid Spaniard with oxen - - - -	3	
	13	1 cow and calf, ship's use - - -	8 4	
	15	1 firkin butter - - - - -	11	
				32 6
		Sundries, per bill of Captain Albert Clark -	-	175 7
	22	Paid Michael George, carpenter's bill - -	22	
	25	47 pounds iron, ship's use, at 8 cents - -	3 6	
	27	Paid fetching churches of mast from woods -	2	
		2 bullocks, ship's use - - - -	11	
		Rum for blacksmiths - - - -	4	
				39 2
	28	Rum for blacksmiths - - - -	2	
		Paid Indian extra labor - - - -	1	
		James Northgraves' carpenter bill - -	21	
	30	5 loads wood - - - - -	9	
		Paid 2 carpenters working Sunday - -	4	
		1 cow ship's use - - - - -	7	
				42 2
		Wm. P. Hartnall's bill, carpenters, &c. - -	-	65 6
		6 fanagos of beans, at $2 - - - -	12	
		Paid fetching down salt for beef - - -	4	
Dec.	1	12 arobas potatoes, 4 reals - - -	6	
		7 loads of wood, $2 - - - -	14	
	4	2 arobas onions, $2 4 - - - -	5	
		12 arobas potatoes, 4 reals - - -	6	
				43 4
		Paid Indians assisting about spars - -	1 4	
		Paid for oxen had 30th November - -	1	
	5	5 arobas potatoes, 4 reals - - - -	2 4	
		Paid for oxen fetching in spars - - -	2	
		Paid Indians assisting about spars - -	2	
	10	2 bullocks, $14; rum for blacksmith, 2 reals -	14 2	
				23 2

No. 50—Continued.

1825.				
Dec. 10	Paid commandant for oxen had the 20th November, to take mast from the woods	$10	4	
	Paid fetching beef and salt from Hartnall's	1	4	
12	Rum for blacksmiths		2	
	Horse, to go after spars	1		
				$13 2
14	Paid Indians getting spars from woods	3		
	Horse, to go after spars	1		
	Paid John Mullagan for oxen bill	39		
19	5 arobas potatoes, 4 reals	2	4	
	James Green, carpenter's bill	53		
				98 4
22	1 bullock, ship's use	7		
	Paid fetching timber from woods	4		
	Paid Patrick Faring carpenter's bill	16		
26	1 bullock, ship's use	7		
	Wm. P. Hartnall's bill, sundries	68	1	
				102 1
	11 fowls, ship's use, 4 reals	5	4	
	Paid for oxen fetching timber	1	4	
	600 pounds salt for beef, $3 quintal	18		
	Paid Captain John Lurcon, for carpenter	8		
	Paid for a chart of Mexico	6		
	Wm. C. Hartnall's bill, saw and axe	21		
				60
	Paid for hay for stock	6		
	12 arobas potatoes, 4 reals	6		
	1 bullock, ship's use	8		
	1 calf, ship's use	3		
	Paid *of* officer of ship	4		
	8 fanagos barley for stock	16		
				43
	Paid commandant for 4 bullocks, $7	28		
	Paid commandant for wood	4		
	Anchorage for ship	10		
	Duties on wood, $4; 2 augurs and 1 file, 36	7	6	
	Paid for spars	86	1½	
				135 7½
	Paid 2 carpenters 2 Sundays each	8		
	4 cases gin, ship's use, $8	32		
	Walter Davis, for blocks, &c., bill	66	7	
				106 7
				$1,052 6½

No. 51.

Sales at Monterey, December, 1825, by H. Mathewson, of sundries on account of the owners of ship Mercury.

1825.				
[M.]	3,200 pounds pilot bread	-		$373 1½
	62 chairs	$183	2½	
	2 sofas, with curtains, at $30	60		
	1 bureau secretary	35		
				278 2½

No. 51—Continued.

1825. [M]	2 washstands, at $10	$20		
	47 camphor trunks	301		
	8 small boxes tea	20		
				$341
B.	2 embroidered crape shawls, at $25	50		
A.	1 do. do. do.	25		
D.	1 do. do. do.	40		
				115
	4			
	30 paper boxes, flowers	60		
	3 writing desks, at $10	30		
	1 set China coffee cups	18		
	3 dining sets of China, at $28	84		
	1 brass bound dressing case	6		
	1 Laquia workbox	12		
	1 Laquia dressing case	8		
				218
	9 crape dresses, at $8	72		
	3 pieces black satin, 30	90		
‡ 82	42 8-4 satin shawls, 8	336		
78	19 satin dresses, 12	208		
	4 pairs shoes	5		
	125 pieces short nankeen	97		
	360 pounds brown sugar	40	4	
				848
	130 pounds white sugar	20	6¼	
	5 silk waistcoats, at $2	10		
	75 pounds coffee	20		
	½ barrel tar, and a quarter of a bullock	4	6	
				55 4½
				$2,229 4½

No. 52.

Sales of sundries retailed from ship Mercury, on account of the owners of said ship, 1823 *and* 1825.

	To Crew at different times.		
	45 pounds leaf tobacco, sample	$4 50	
	45 pounds negro head, do. at 60c.	27	
	54 pounds do. do. 40	21 60	
	16½ yards duck 60	9	
	72 " " 50	36	
	33 doz. porter $4 50	148 50	
	8 skeins twine 30	2 40	
	75 pounds sugar 20	15	
	8 bottles wine 50	4	
			$268 90
	10 gallons linseed oil, ship George		12 50
	At Monterey.		
	9 gallons lamp oil	4 50	
	19 3-12 doz. porter	83	
	56 pounds manufactory tobacco, and 6 bottles wine	22	
	4 gallons paint oil	7	
			116 50
	To Crew.		
	25 pounds manufactory tobacco	11	
	27¾ yards duck	15 10	
	41 pounds coffee, Captain Macany	12 30	
			38 40
			$436 30

No. 53.

Disbursements, ship Mercury, at Mazatlan, March, 1825.

1825.				
Jan.	23	7 cases gin, ship's use, at $8	$56	
	24	10 fowls, ship's use, 4 reals	5	
Feb.	13	24 tumblers ship's use	10	
		Vegetables and eggs	7	
		Paid for small spars	6	
				$84
	17	Paid for fish	1 2	
	20	2 bullocks, at $11	22	
March	7	2 bullocks	21	
	8	Paid for oysters	14	
	18	Paid Captain Winter for rigging	338 2	
		Captain Kiddy, for rigging bill	70	
				466 4
		Paid for stock and 2 bullocks	45	
		Paid surveyor's bills	64	
	19	2 large bullocks	34	
		Fish and fowls, ship's use	12 4	
		Paid Capt. Winter for one-fourth of a bullock	3 4	
				159
		Captain Hunter, for rigging	19 2½	
		1 sack of rice	10	
		4 sheep, and 1 cheese	9	
		Paid seamen unmooring ship	5	
		4 pounds board nails, at $1	4	
				47 2½
				$756 6½
		Tonnage duty at Mazatlan, $2 4 ton		912 4
				$1,669 2½

No. 54.

Sale of sundries at Mazatlan, March, 1825, by H. Mathewson, on account of the owners of ship Mercury.

1825.	[M]				
		Blue Nankeens.			
		1,900 ps. company, dyed blue,	at $1 22½	$2,327 04	
		100 " damaged		28	
					$2,355 04
		2,000			
		Company Yellow.			
		3,700 ps. company nankeen,	at $7		3,237 04
		3,000 " short yellow,	6	2,250	
		428 " " "	70	229	
					2,549 05
		3,428			
		Satin Dresses.			
	77, 79, 80, 81	200 satin dressed,	11	2,200	
	78	31 " "	10 04	325 04	
					2,525 04
		231			

No. 54—Continued.

1825.	[M]	*Satin Shawls.*			
	84	67 satin shawls - -	at $8 -	$536	
		41 " " - - -	7 -	287	
	85	50 " " - - -	7 02 -	362 04	
	86	50 " " - - -	7 04 -	375	
		208			$1,560 04
		Crape Shawls.			
	21, 25, 31, 32	250 7-4 crape shawls, -	4 -	1,000	
	24	50 crape shawls, - -	4 02 -	212 04	
	61	50 " " - - -	- -	216	
		20 " " - -	5 -	100	
		30 " " - -	4 04 -	135	
		400			1,663 04
		Crape Scarfs.			
	111	36 crape scarfs, - -	3 06 -	125	
		7 " " - - -	4 04 -	31 04	
		1 " " - - -	- -	5	
		6 " " - - -	4 -	24	
		50			193 04
		Crape Dresses.			
	91	50 crape dresses, - -	6 30 -	315	
	93	56 " " - -	6 04 -	364	
		13 " " - - -	8 -	104	
		17 " " - - -	- -	122 04	
					905 04
	11, 12, 14	77 ps. barred hdkfs.. - -	13 -	1,001	
	5, 18	62 " " "	14 -	868	
		11 " " " - -	- -	154 04	
					2,023 04
	216, 218	50 " twilled hdkfs. - -	- -	-	715 04
		Carried forward - -			$17,732 01
1825.		Amount brought forward -		-	$17,732 01
[M]	4, 3	37 ps. sarsenet, - -	at $15 -	$555	
		4 " " " - - -	13 04 -	54	
	90	30 " x-barred sarsenet, -	14 -	420	
		1 " " " - -	- -	17	
	89	6 " " " - -	18 -	108	
		2 " " " - -	18 -	36	
					1,190
		11 pieces satin, - -	28 -	308	
		2 " " - -	26 -	54	
		7 " " - -	27 -	189	
					551
	88	50 " hdkfs. - -	13 -	650	
	87	50 " " - -	13 06 -	687 04	
					1,337 04
	230	14 " x-barred hdkfs. -	12 04 -	-	175
	49	25 " crape, - -	10 -	-	250

No. 54—Continued.

1825.	[M]						
	238	18 embroidered crape shawls	-	-	-	-	$740
	222, 223	100 ps. grass cloth	-	-	-	-	1,642
	236	50 embroidered crape shawls,		at $13	-	-	650
		1 set China coffee cups		-	-	$12	
	232, 234	2 dining sets China	-	-	-	67	
	274, 275	50 black plush hats,	-	3	-	150	
	271, 272	100 bamboo hats	-	2 4	-	250	
	131	20 white feather fans	-	1 4	-	30	
		100 bone stick fans	-	-	-	20	
		30 black silk waistcoats,	-	2	-	60	
		11 musquito nets,	-	10	-	110	
							699
	132, 133	100 Laquia tea canisters with tea		-	-	-	475
		120 lead boxes tea	-	2 6	-	330	
		218 " " "	-	3	-	654	
		14 " " "	-	2 4	-	36	
							1,019
		427 grass cloth shirts	-	-	-	-	1,425
		47 pr. pantaloons,	-	117	-	-	117
		18 short jackets	-	-	-	-	54
		19 Laquia ware dressing-cases,		8	-	152	
		11 " work boxes	-	11 4	-	126 4	
							278 4
		Carried forward		-	-	-	$28,334 4
1825.	[M]	Amount brought forward		-	-	-	$28,334 4
		2 boxes crackers,		$50	-	$100	
		1 box "	-	-	-	60	
							$160
		90 paper lanterns	-	-	-	45	
		6 brass-bound dressing-cases	-	-	-	30	
		27 writing desks	-	-	-	333	
							408
		522 lbs. white sugar,	-	14	-	73 0½	
		356 " brown "	-	12	-	42 1½	
							115 2
		6 sofas, with matrasses,	-	28	-	168	
		3 " " "	-	32	-	96	
		1 low-priced sofa	-	-	-	18	
							282
		35 sets 2d size camphor trunks,		18	-	630	
		4 large trunks,	-	11	-	44	
		23 trunks, some damaged	-	-	-	119	
		6 small trunks	-	-	-	24	
							817
		48 chairs	-	-	40 doz.	-	160
		142 chairs, some damaged	-	-	-	442	
							602
		1 pagoda	-	-	-	-	5
		4 bundles ribbon	-	-	-	54	
		12 large tortoise-shell combs,		4	-	48	
		100 small combs	-	-	-	31 2	
		141 rice boxes	-	-	-	206 6	
							345
	95, 96	100 ps. plaid sarsenet hdkfs.	-	-	-	-	1,100
							$ 32,163 6

No. 54—Continued.

		Charges		
1825.	[M]	Duties pd. on imports, 50 pr. ct. - -	$1,198 4	
		Paid Eropia Flatas, entering and clearing ship -	650	
		Due from Augustine Fernandoes, deputy collector, Mazatlan - - - -	389	
		Due from Nicholas Basenter - - -	18	
		Do. Hassa Leon, $29 6; do. Roma Gonles, $31 4 - - - - -	61 2	
		Eropia Armido, $45; clerk of custom-house, $59	104	
		E. Marando, captain of the port - -	53	
		Arbanno Sansha, merchant - - -	75	
		Francisko Farba, governor - - -	39	
		Capt. John Hall, ship John Hunter - -	109	
		Eropia Flatas, merchant - - -	89	
				$2,705 6
				$29,458

No. 55.

Invoice of silver, pina, and dollars, shipped on board ship Mercury at Mazatlan, March, 1825, on account sales of ship's cargo.

	Of Captain John Hall:			
	55 pieces pina, 476 marks 2 do do 20 do } 498 marks,	– –	$8.6	$4,357 4
‡ 344	1 bar 12.00 denaros, 132.3 marks			
60	1 do 12.00 135.3.2—267 marks	– –	9.4	2,543 4½
	Of Wm. Kiddy:			
‡ 219	1 bar 12.00 denaros, 134.7			
271	1 do 12.00 do 133.1			
294	1 do 12.00 do 123.			
	—— 391 marks	– –	9.4	3,714 4
	1 bar of sansos, 133 marks –	– –	9.4	1,263 4
	Of Bates:			
	1 bar not assayed, 11.21, 135.4 marks	– –	9.4	1,287 2
	1 do not numbered, 11.10, 135. marks	– –	9.3	1,265 5
	Of Johnson:			
	1 bar not assayed, 136			
	1 do do 140			
	—— 276 marks	– –	8.6	2,415
	Of Silverman:			
‡ 649	1 bar 11.21, 134.2 marks –	– – –	9.4	1,275 3
	Of P. Imbret:			
‡ 696	1 bar 11.23, 118.5			
697	1 bar 11.23, 121.4			
	—— 240.1 marks	– –	9.4	2,281 1½

No. 55—Continued.

	Of P. Bates:		
‡ 74	1 bar 11.20, 37 marks – – – –	$9.4	$351 4
	Of E. Flatas:		
	4 bags 77 pieces pina, 1,000 marks		
	1 bar 12.00 131.1		
	—— 1,135.1 – –	9.4	10,783 5½
	Of Stranger:		
	3 pieces pina, 12.4 marks – – –	8.4	106 2
	1 bag 11 pieces silver, 87 marks – – –	8.4	739 4
	2 do pina 3 marks – – –	8.4	25 4
	1 do do 22 marks – – –	8.4	187
			32,596 7½
	Of Stranger, 6 pieces pina, 15 marks, $8.6 – –	$131	
	Silverman, 2 bags silver, 506 marks, $8 – –	4,048	
			4,179
	Of Bensenta, 1 bar silver, 11.22, 131 marks –	9.4	1,244 4
			$38,020 3½

No. 56.

Invoice of silver, pina, and dollars, shipped at Mazatlan, March, 1825, on board ship Mercury, on account sales [of] ship's cargo.

	Amount of pina and silver brought forward from No. 55 –		$38,020 3½
	Of Captain Winter, 24 pieces gold, 22¼ ozs., $11 – –		244 6
	DOLLARS.		
‡ 1	1 bag Spanish – – – – –	$1,000	
2	1 do Patriot – – – – –	1,000	
3	1 do Mexican – – – – –	500	
4	1 do Spanish – – – – –	500	
5	1 do Mexican – – – – –	500	
6	1 do Spanish – – – – –	500	
7	1 do do – – – – –	500	
8	1 do do – – – – –	1,000	
9	1 do do – – – – –	1,000	
10	1 do Patriot – – – – –	1,000	
11	1 do Rad – – – – –	865	
12	1 do Patriot – – – – –	410	
13	1 do Spanish – – – – –	568	
	1 do 35 ozs., $18 – – – – –	630	
		——	10,973
			49,238 1½
	Draft on John Bigg & Co. from Wm. S. Hartner –	1,000	
	Besenter's draft on Juan Jose Seiatian – –	1,200	
		——	2,200
			$51,438 1½

No. 56—Continued.

Deduct one bag sent home by C. B. Manchester from Guayaquil, June, 1825	$1,000	
Deduct error in footing up	1,000	
	2,000	
This leaves the amount shipped by the French brig of war for Lima, June, 1825, $47,238.1½.		

No. 57.

Sales by auction at Guayaquil, June, 1825, of the ship Mercury, on account of whom it may concern.

Net sales of ship and appurtenances, per auctioneer's account, June, 1825		$2,895 3
CHARGES.		
Labor stripping ship, per bill	$269 3	
1 case gin expended by laborers	12	
Stamped paper	1	
Commissions paid Bartlett and Sweet	158 3	
		440 6
		$2,454 5

No. 58.

Sales of sundries from ship Mercury at Guayaquil, July, 1825, on account of the owners of said ship.

47 lbs. gunpowder, at 35 c.	$16 3½	
Cabin stove	30	
A lot of grape shot	3	
2 bbls. of beef, at $25	50	
158 lbs. coffee, at 2 rs.	39 4	
22 bbls. beef, at $12	264	
20 gs. linseed Oil	40	
		$442 7½
1 ps. canvass	14	
1 box china	30	
2 kegs paint	36	
9 ps. canvass	91	
75 lbs. copper	32 6½	
2 hhds. damaged bread	44 4	
2 pr. steel yards	10	
2 bbls. sugar	46	
35 lbs. copper nails	10 7	
		315 1½
1 pipe, 118 gs., linseed oil, at $2 4	295	
1 bbl. powder sold at Mazatlan	40	
5½ bbls. do Guayaquil	200	
2 4 lbs. guns	50	
		585
		$1,343 1

No. 58—Continued.

CHARGES.		
Auctioneer's commissions	$16 4	
Labor on stores sold at auction	5	
Do bringing stores on shore	6	
Discharging from boats	8 4	
Portage to store	6 7	
Auctioneer's commissions on 19 ps. canvass bought in	8 1	
Storage on stores	4 4	
		55 4
		$128 75

No. 58—B.

Sales of sundries retailed at different dates to crew of Mercury.

Thomas Gold.—8 lbs. tobacco, 40 c., $3 20; 15 yds. duck, 50 c., $7 50		$10 70
Nicholas Saler.—9 yds. duck, 50 cts.		4 50
John Allen.—5 lbs. sugar, $1; 4 lbs. tobacco, 40 cts., $1 60; 2 lbs. plug, $1 20	$3 80	
6 yds. duck, 50 cts., $3; 4½ yds. duck, 60 cts. $2 70	5 70	
		9 50
Olas Swinson.—5 lbs. tobacco, 40 cts., $2; 6 yards duck, 50 cts., $3	5	
Sundry tools	8	
		13 00
Andrew Ronly.—2 lbs. tobacco, 40 cts., 80; 12 yards duck, 50 cts., $6	6 80	
4½ yds. duck, 60 cts., $2 70; vest and P. loons, $4 50	7 20	
		14 00
John Demon.—8 yds. duck, 50 cts., $4; 3 lbs. tobacco, 60 c., $1 80		5 80
Seth Perkins.—8 lbs. tobacco, 40 c., $3 20; 2 lbs. tobacco, 60 cts., $1 20	4 40	
12 yds. duck, 50 c., $6; 2 lbs. tobacco, 40 c., 80	6 80	
		11 20
D'l Higins.—12 yds. duck, 50 c., $6; 2 lbs. tobacco, 60 c. $1 20		7 20
J. Mortimer.—4 yds. duck, 60 c., $2 40; 1 lb. tobacco, 40 c.	2 80	
Sundry tools	3	
		5 80
J. Green.—2 lbs. tobacco, 60 c., $1 20; 4½ yds. duck, 40 c., $2 70	3 90	
4 yds. duck, 50 c., $2; tools, $3	5	
		8 90
J. Sichly.—9 yds. duck, 50 c., $4 50; 5 lbs. tobacco, 60 c., $3		7 50
E. Holden.—12 yds. duck, 50 c.		6 00
D. Fellows.—13 lbs. tobacco, 40 c., $5 20; 2 lbs. tobacco, 60 c., $1 20	6 40	
4½ yds. duck, 60 c.	2 70	
		9 10
C. H. Christian.—14 yds. duck, 50 c.		7 00
J. Rich.*—1 doz. porter, $4 50; 3 lbs. tobacco, 40 c., $1 20	5 70	
6 yds. duck, 50 c.	3	
		8 70
To Capt. Sweet.—125 lbs. rope, 5 cts.		6 25

* John Rich was not settled with, but had wages due him.

No. 58—B—Continued.

F. Gould.—1 case gin	$7	
C. B. Manchester.—1 case gin	7	
C. H. Christian.—1 case gin	7	
		$21 00
12 flannel shirts, $3	36	
12 prs. stockings, 75 cts.	9	
Duck to Vinton	10	
		55 00
		$202 45

½ case gin took by B. James.
½ case to fill up with.
1 case gin for house on shore.

No. 59.

Invoice of goods shipped on board the brig Munopee, Wm. Kiddy, master, now in the port of Guayaquil, and bound for the sea port of Lima, consigned to Alsop and Wetmore, for sale on account of the owners of ship Mercury, 1825.

June 7, [M]	100 bales, 100 pieces, E. nankeen.		
	10,000 pieces short nankeen, at 70 cts.	$7,000	
20 22 23 30	4 cases, 200 7-4 crape shawls	800	
33 34	2 cases, 45 pieces, colored satins	1,260	
37 38 40	3 cases, 75 pieces, figured sarsanett	1,275	
2	1 case, 25 pieces, satin	700	
9 16 18	3 cases, 75 pieces, X barred hhdkfs.	1,050	
97 101	5 cases, 250, crape dresses	1,875	
114 115	2 cases, 50 cadis, black ribbon	800	
73 74	2 cases, 50 pieces, sarsanett	800	
223*a*225	100 pieces crape	1,100	
			$16,660 00

No. 60.

Invoice of goods shipped on board the ship General Smith, Mathew Roberson, master, at Guayaquil, July, 1825, *bound for the sea port of Lima, and consigned to Alsop & Wetmore, for sale on account of E. Carrington & Co. and H. Mathewson.*

1825.				
[M] 267	1 box, 25 black silk hats,	at $4	$100	
266	1 box, 25 white silk plush hats,	5	125	
260 261 270				
271	4 boxes, 50 E., 200 straw hats,	3 4	700	
268 269	2 boxes, 50 black silk hats,	4	200	
				$1,125 00

No. 61.

The owners of ship Mercury, DR.

To the following sums paid crew for wages at Guayaquil, June, 1825:

Paid Cyrus B. Manchester	$566	
Enoch P. Holden	178 50	
Andrew Roverly	252	
John Deman	402 50	
Seth Perkins	252	
Alte Sam	111	
John Young	128	
Thomas Gould	252	
Nicholas Salone	290	
Olus Swinson	285	
Christean H. Christana	344	
George Rosin	249 33	
David Swaney	246 50	
Charles White	90	
John Rich	105 96	
Christian Lock	65 60	
Harry Carmoken	37 20	
Benj. James	1,530 32	
Benj. James on account of advances made Wm. Jones and James Pan at Callao, December, 1823	15 40	
		$5,570 31

Advances at Gibraltar.

To Charles M. Alpena	$10	
Robert Stephens	10	
Battista Cangor	10	
Grovleno Ballo	10	
Matice Selgalo	10	
Grovana Balla	10	
Andrew Jackson	10	
Cocto Campo	10	
		$80 00
Vinson Mapin, disc'd at Rio		15 75
Matico Duago, do Valparaiso	$49 34	
Alexander Farniar, do do	52 64	
James Pans, deserted at Valparaiso	18 75	
Wm. Mitchell, do do	18 25	
Wm. Jones	39 50	
James Sullivan	25 15	
John Anderson	18	
James Caldwell	18	
		239 63
		$5,905 69
Amount wages brought forward		$5,905 69
James Morris	$18	
John Tirner	141 30	
Charles Rolason	212	
		371 30
		$6,276 99

No. 61—Continued.

	CREDIT.		
By cash charged at Gibraltar		$140	
Do do Rio		137	
Do do Callao, Sept., 1823		56	
Do do do Nov., 1823		339 29	
Do do Canton, June, 1824		1,054 37	
			$1,726 66
			$4,550 33
Deduct charged to Benj. James for advance to Wm. James and James Pans			15 40
			$4,534 93

No. 62.

Disbursements ship Mercury at Guayaquil, June, 1825.

1825.			
June 10	C. B. Manchester's bill, bal. ac.	$31	
	Christian H. Christana do	9 96	
	Vegetables at Punce	5 04	
	Protest at Guayaquil	16	
	Paid Daniel Higgins, seaman	53 21½	
	John Mortimer, carpenter	78	
	David Fellows, do	107 03	
	James Green, do	80 05	
			$381 4½
	James Sickley, blacksmith	107 03	
	2 surveys on ship, 3 men each time	102	
	2 certificates	4	
	Board at Guayaquil, from June 10 to Sept. 12, (1825,) bill	272	
	Anchorage of ship at Guayaquil	2	
	Pilotage to Guayaquil	75	
	Capt. of port's fees	4	
	Passage from Guayaquil to Lima, Sept., 1825	150	
	Tonnage duty of ship at Guayaquil	182	
	Consul copying protest at Guayaquil, Oct., 1825	34	
			932 3
			$1,313 7½
	Baggage and carriage from Lima to Charollas, Nov., 1825		11
			$1,324 7½

No. 63.

Sales at Guayaquil, of sundries on account of the owners of ship Mercury.

1823, Sept.			
[M] 228, 229	50 pieces crape - - at $11 - -		$550
262, 293	50 pieces levantine - - 24	$1,200	
45, 46	*48 " do. - - - 22	1,008	
	*1 " do. ‡ 46 - - -	25	
	*9 " do. - - - 20	180	
39, 41	*50 " do. - - - 17	850	
			3,263
	*158		
	13 pieces levantines - - - 15 - -		195
6, 7	59 pieces crossbarred handkerchiefs - 19	1,121	
8, 13, 17	75 do. do. do. - 14	1,050	
215	25 do. do. do. - 16	400	
			2,571
217	25 do. do. do. - 17 - -		425
	11 pieces satin - - - - 35	385	
	4 do. do. - - - 34	136	
	1 do. do. - - - -	35	
35	23 do. do. - - - 28	644	
			1,200
	253 pieces short nankeen - - 6	188 6	
	300 do. do. - - - 1	300	
	3,300 do. do. - - - -	2,887 4	
	600 do. do. - - - -	523	
	3,994 do. do. - - - -	3,645	
			7,544 2
	8,447		
	28 long pieces, company 5 nankeen, damaged	14 3	
	13 do. do. do. do. -	4 7	
	75 pieces, long company, $1, 2 damaged -	93 6	
	340 do. at auction - - - -	216 6½	
	300 do. at private sale - - -	230	
	181 do. at auction - - - -	118 2½	
			678 1
	932		
240	1 box fire crackers - - -	116	
242, 243, 244	3 boxes do. - - - at $120	360	
245, 246	2 boxes, damaged } damaged.		
249	1 box to fill up }		
264, 265	50 pieces black handkerchiefs - 14 - -		700
	50 crape dresses - - - 6 30	315	
	60 do. do. - - - 6	360	
			675
	100 crape shawls - - - 4 - -		400
50	25 pieces crape - - - 11 - -		275
	10 sofas, at $40 - - - -	400	
	1 sofa, $20; 3 sofas, $65; 2 sofas, $70 -	155	
	14 sofas at auction - - - -	324	
	8 sofas, with Bartlet and Sweet.		
			879
	38		
	8 brass bound dressing cases - - - -		41
	6 grass cloth shirts - - -	24	
	48 do. do. - - - -	197 4	
	75 do. do. - - - -	296 5	
	7 pieces clothing - - - -	23 2	
			541 3
	136		

* Sarsenet not levantine.

No. 63—Continued.

1835, Sept. [M]	16 pieces grass cloth handkerchiefs				$245
	24 pieces grass cloth pantaloons				90
142	1 box isinglass fans		$28 4		
	55 pairs velvet slippers		87 5		
	8 camphor trunks		63		
	58 pairs suspenders		29		
	42 " do. lost in steamboat.				
					208 1
	100				
214	50 tortoise shell combs, at $6 4		325		
289	38 do. do. 3 4		133 4		
	200 small do. 2½		62 4		
					521
	288				
	225 pairs women's shoes, at $1				225
	1 box tea		25		
	7 boxes tea at auction, damaged		51 2½		
					76 2½
	1 box, all damaged.				
	40 lead boxes tea, at $4		160		
	6 camphor trunks, damaged		19 5		
					179 5
					$22,120 6½
	CHARGES.				
	Duties on $17,220, at 33 per cent.		$4,060 60		
	Storage on $21,865, at one-half per cent.		109 35		
	Portage to and from custom-house, $100; ballo. hire and discharging, $43		143		
	Labor on goods in custom-house		6		
	Commissions on fans at auction		4		
	Paid Em. evidences for paper relative to duties and stamp paper		6 50		
	Bagging and twine for boxes for Fifeshire		6 50		
	Commissions 4 per cent. on $17,900		716		
					5,101 7½
					$17,018 7
294	1 case, 25 pieces, black levantines				
263	1 " 25 do. do.				
	31 crape dresses	Left with Alsop and Wetmore for sale at Lima, November, 1825.			
	6 boxes hats				
	21 kegs tobacco				
	1 box pagordas				
	1 box dressing cases				

Stole at Guayaquil, out of Custom House.

8 trunks, containing clothing and handkerchiefs.
3 boxes, 1,500 small tortoise shell combs, and 3 pieces silk.
200 do. lost in steamboat.
72 shirts lost in steamboat.
6 pieces fine grass cloth handkerchiefs lost in steamboat.
3 embroidered crape shawls lost in steamboat.
1 not burnt, but badly damaged, so that I am taking it back to Canton to be dyed over again. Most of the shoes wet, and badly damaged, with the rice boxes, pagordas, and fans.

No. 64.

Average answering to goods sold at Guayaquil, September, 1825, on account of specie blown up in steam brig Tillica, on the 10th of October, 1825.

1825.	600 doubloons, at $17 each - - -	$10,200	
	240¾ castillas of gold dust, at 18 reals - -	541 50	
			$10,741 58
	Found in the steamboat, after the explosion, 32 ounces, at $17 - - - -	544	
	In silver - - - - -	68	
			612
			$10,129 58
	Sales on account of ship - - -	$11,458	
	Sales on account of Samuel Russell - -	2,664	
	Sales on account of Forbes - - -	560	
	Sales on account of B. & Carrington - -	383	
	Sales on account of Pirkins & Co. - -	18,913	
	Sales of ship - - - - -	2,422	
		$36,395	
	If $36,395 lose $10,129, what will $100 lose ? Answer—$27 83.2 mills.		
	Ship's cargo pays - - - -	$3,187 60	
	Samuel Russell pays - - - -	741 44	
	Thomas V. Forbes pays - - -	155 86	
	Butler & Carrington pays - - -	106 60	
	Pirkins & Co. pays - - - -	5,263 86	
	Ship pays - - - - -	674 09	
		$10,129 45	

No. 65.

Sales at Lima, Nov., 1825, on account of the owners of ship Mercury, cargo from Canton.

[M]	*Short Y. Nankeens.*			
	2,500 ps. nankeen, - at $1 -	$2,500		
	7,500 " nankeen, - 06¼ -	6,093 6		
			$8,593 6	
	10,000			
20, 22, 23, 30	150 crape shawls, - 6 -	900		
55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 107, 109	600 " " - - 6 4 -	3,900		
			4,800	
	750			
237	65 embroidered crape shawls, 14 -	910		
219, 221	300 4-4 " " 2 4 -	750		
			1,660	
97, 101	250 crape dresses - 6 4 -	1,625		
	14 " " " - 6 -	84		
			1,709	
	264			

No. 65—Continued.

[M] 222 *a* 225, 47, 48, 52, 226, 228, 229	4 – 100 ps. crape, - at $11 -	$1,100		
	6 – 150 " " - 12 -	1,800		
	250		$2,900	
33, 34	45 ps. colored satin, 810 yds. 1 4½ -	1,265	5	
2	25 " black " 450 " 1 5 -	731	2	
36	11 " colored satins, 198 " 2 -	396		
			2,392	7
37, 38, 40	73 " 1,314 yds. fig'd. sarsenet - -	1,396	1	
73, 74	50 " 2,000 " thin " 6 -	1,500		
75, 76	50 " —— " " 20 -	1,000		
			3,896	1
9, 10, 18	75 " x-barred hdkfs. - 15 -	1,125		
114 *a* 117	393 doz. black ribbon, - 5 pr.doz.	1,965		
			3,090	
120	Bone fans - - - - -	98	4	
7	100 pr. shoes - - - -	75		
126, 137	Rice boxes - - - -	67	4	
	4 hats; 1 trunk; 4 boxes; 22 pr. shoes -	374	2	
			615	2
			29,657	
	Charges.			
	Average duty and expenses - -	2,521	0½	
	Port agency, ½ pr. c. on $29,657 - -	148		
	Storage, 1 pr. ct. on $11,410 - -	114		
	Freight in brig Marafa, from Guayaquil to Lima - - - - -	125		
	Commissions 5 pr. ct. on $29,657 -	1,482	7	
			4,390	7½
			$25,266	½

No. 66.

The owners of ship Mercury in account with Henry Mathewson.

	Dr.		
	To cash paid Wm. Kiddy, for goods fell short in the following numbers in the margin:		
1825.			
[M] 31	12 crape shawls, - - at $4 -	$48	
90	2 ps. sarsenet, - - 14 -	28	
3	3 ps. taffateens, - - 15 -	45	
			$121
	To disbursements pr. bill, Monterey, Dec. 1824 - R.	1,052	6½
	" " at Mazatlan, March, 1825, pr. bill	1,669	2½
			2,722 1
	" transit duty on goods shipped at Guayaquil, Sept., 1825, in Fifeshire, for Lima -	219	
	" freight of goods from Guayaquil to Lima, in Fifeshire - - - - -	400	
			619

No. 66—Continued.

1825. [M]	To duties pd. on export of $14,000 at Guayaquil, and premium, Sept., 1825, *a* 4 pr. c.	$560			
	" portage and bags for do.	7			
				$567	
	" transit duty at Charillos, on $14,000, pr. Fifeshire, 1825, *a* 1 pr. ct.	140			
	" export duty at Lima, November, 1825, on $27,415, *a* 5 pr. ct.	1,370	6		
	" premium on do. *a* ½ pr. ct.	137	0½		
	" expense shipping the same	94			
	" deposite pd. United States frigate United States, on $50,000, *a* 1 pr. ct.	500			
				2,241	6½
	Disbursement, per bill at Guayaquil, Sept. 1825	–		1,324	7
	Amount pd. crew, pr. acct. Guayaquil	–		4,535	
	Your proportion of average loss of specie in steamboat Tillica, 1825, pr. account	–		3,861	5½
	Expense charged by Wm. S. Wetmore, in specie shipped for Canton, by ship George, Capt. Wm. Rey, Dec., 1824	–		203	6
	To cash shipped at Lima, Novem., 1825, on board ship Superior, Capt. E. Andrews, in bar silver, plata, pina, dollars, &c., for Manilla and Canton	–		73,371	1½
	Balance carried to new acct., Nov. 26, 1825	–		470	4½
				$90,037	
	Cr.				
1825.	By balance brought from folio 11	–		$470	56
	" cash charged Benj. James, at Guayaquil, June, 1825, as advanced by you to his wife	$510			
	" abatement made on duties at Guayaquil	232	7½		
	" " " on storage " "	40	2		
	" cash of Mixon & Macul, on acct. sales 19¼ casks of wine, left them for sale	354	7½		
				1,138	1
	" cash of E. Lynch, on acct. the balance due for freight of cotton to Canton, June, 1824	299	7½		
	Hospital money from crew at Guayaquil, June, 1825	58	5		
				358	4½
	Sales of sundries to crew, pr. acct. rendered, 1825	436	2½		
	Net sales of sundry stores, from ship at Guayaquil, pr. acct. rendered, Sept., 1825	1,287	4½		
				1,723	7
	Net sales of ship's cargo, on the west coast of America, 1825, per acct. rendered	–		73,974	1
	Freight list from Canton to the west coast of America, pr. acct. 1825	–		6,169	2½
	Amount received from Butler and Carrington for general average loss on ship Mercury, 1825	42	65		
	Of Perkins & Co.	1,862	38		
	Thomas F. Forbes	105	43		
	Samuel Russell	186	42		
	Charles N. Talbot	37	14		
	Henry Mathewson	268	42		
				2,502	3½

No. 66—Continued.

1825.	Sales 30 ship's oars - - - -	$50	
	Cash advanced by Alsop and Wetmore on goods left with them for sale, Nov., 1825 - -	400	
	11 counterfeit dollars, passed at Monterey, 1824; refused at Canton - - - -	11	
	Cash received of Wm. S. Wetmore, on acct. of an order given him on Lynch, Keetz & Co., Valparaiso, June, 1823 - - - - -	500	
			961
	Net sales of ship Mercury, at Guayaquil, July, 1825, pr. account - - - -	2,454 5	
	Balance of acct. due Butler and Carrington, Nov., 1825, pr. acct rendered - - -	284 6	
			2,739 3
			$90,037 3

No. 67.

Schedule of the cargo of ship Mercury, shipped at Canton, June, 1824, and sold at Monterey, Mazatlan, Guayaquil, and Lima, in 1825 and 1826.

DIFFERENT ARTICLES OF CARGO.	Quantity of each article.	Sales at Monterey.	Sales at Mazatlan.	Sales at Guayaquil, 1825.	Sales at Lima, 1825.	Sales at Guayaquil, 1826.	Sales at Lima, 1826.	REMARKS.	Quantity.
Pieces satin	143	3	20	39	81	–	–	–	143
Pieces sarsinett	375	–	80	121	173	–	–	1 stole at Guayaquil.	375
Pieces cross-barred hdkfs.	475	–	214	184	75	–	–	2 to the collector, Guayaquil.	475
7-4ths crape shawls	1250	–	400	100	750	–	–	–	1250
Pieces crape	350	–	25	75	250	–	–	–	350
Satin dresses	250	19	231	–	–	–	–	–	250
Satin shawls	250	42	208	–	–	–	–	–	250
Pieces black hdkfs.	150	–	100	50	–	–	–	–	150
Crape dresses	550	9	136	110	264	–	31	–	550
Plaid handkerchiefs	100	–	100	–	–	–	–	–	100
Crape scarfs	50	–	50	–	–	–	–	–	50
Black ribbon	100	–	8¼	–	91¼	–	–	–	100
Pieces ribbon	500	–	–	–	500	–	–	–	500
4-4ths crape shawls	300	–	–	–	300	–	–	–	300
Emb'd crape shawls & scfs.	115	–	50	–	65	–	–	–	115
Embroidered crape shawls	26	4	18	–	–	–	–	And 1 took back to Canton to dye 3 lost in steamboat	26
Black levantine	100	–	–	50	–	–	48	2 stole at Guayaquil	100
Short nankeen	22000	125	3428	8447	10000	–	–	–	22000
Blue nankeen	2000	–	2000	–	–	–	–	–	2000
Co. nankeen	5000	–	3700	932	–	–	–	368 wet and spoiled	5000
Grass handkerchiefs	50	–	–	16	–	27	–	7 not accounted for by B. & S.	50
Pieces grass cloth	100	–	100	–	–	–	–	–	100
Dining sets	6	3	2	–	–	–	–	1 ship's use, and sold at Guayaquil	6
Coffee sets	2	1	1	–	–	–	–	–	2
Sofas	50	2	10	30	–	1	–	7 with B. & Sweet, broken	50
Camphor trunk	210	47	138	14	1	2	–	8 stole and damaged	210

Matheson vs. Clarke.

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No. 67—Continued.

DIFFERENT ARTICLES OF CARGO.	Quantity of each article.	Sales at Monterey.	Sales at Mazatlan.	Sales at Guayaquil, 1825.	Sales at Lima, 1825.	Sales at Guayaquil, 1826.	Sales at Lima, 1826.	REMARKS.	Quantity.
Chairs	264	62	190	–	–	6	–	1 broke at ship, 12 repaired at Guayaquil into 6	264
Writing desks	30	3	27	–	–	–	–	–	30
Bureaus	1	1	–	–	–	–	–	Lost in steamboat	1
Small combs	2000	–	100	200	–	–	–	1500 stole, Guayaquil 200	2000
Grass handkerchiefs	6	–	–	–	–	–	–	Lost in steamboat	6
Dressing cases	45	1	6	8	23	–	–	5 not accounted for by B. & S., and 2 not acc'd for by A. & Wetmore	45
Cases	3000	–	100	1000	500	–	–	1400 damaged, hove away at Lima	3000
Rice boxes	300	–	141	–	100	–	–	60 damaged, hove away at Lima	300
Feather fans	20	–	20	–	–	–	–	–	20
Boxes flowers	30	30	–	–	–	–	–	–	30
Boxes crackers	10	–	3	–	7	–	–	–	10
Work-boxes	12	1	11	–	–	–	–	–	12
L. dressing cases	20	1	19	–	–	–	–	–	20
Pagordas	20	–	1	–	–	–	–	19 sent to Lima, damaged	20
Paper lanterns	100	–	90	–	–	–	–	10 wet and spoiled	100
Tea canisters	100	–	100	–	–	–	–	–	100
Small boxes tea	400	8	352	–	40	–	–	–	400
Bamboo hats	250	–	100	–	–	–	150	–	250
Plush hats	75	–	50	–	–	–	25	–	75
Silk hats	25	–	–	–	–	–	25	–	25
Ladies' shoes	400	–	–	–	225	–	–	175 damaged, sent to Lima	400
Pairs suspenders	100	–	–	–	58	–	–	42 pr. lost in steamboat	100
Velvet shoes	300	–	–	–	55	–	–	245 damaged, sent to Lima	300
Men's shoes	519	4	–	–	–	–	–	515 damaged, sent to Lima	519
Fur caps	185	–	–	–	–	–	–	185 damaged, sent to Lima	185
Pantaloons	256	–	47	24	–	–	–	185 left with B. & Swett	256
Jackets	100	–	18	7	–	–	274 p	75 left with B. & Swett	100
Waistcoats	100	–	–	–	–	–	–	100 left with B. & Swett	100

| | | |

No. 68.

Repairs of ship Mercury after being dismasted on the 11th July, 1824, on the coast of Japan.

A sail for foretopsail:		
2 1-2 bolts duck	$50 00	
14 lbs. bolt rope, 40 c.	5 60	
2 " twine, 75 c.	1 50	
6 " spun yarn, 28 c.	1 68	
		$58 78
A sail for maintopsail:		
2 1-2 bolts duck	50 00	
14 lbs. bolt rope	5 60	
2 lbs. twine	1 50	
6 lbs. spun yarn	1 68	
		58 78
Foresail:		
4 bolts duck	120 00	
47 lbs. bolt rope	18 80	
5 lbs. twine	3 75	
28 lbs. points	11 20	
5 lbs. marlin	2 50	
20 lbs. spun yarn	5 60	
		161 85
Foretopsail:		
5 bolts duck	150 00	
50 lbs. bolt rope	20 00	
3 lbs. twine	3 75	
5 lbs. marlin	2 50	
65 lbs. points	26 00	
20 lbs. spun yarn	5 60	
		207 85
Mainsail:		
4 1-2 bolts duck	135 00	
48 lbs. bolt rope	19 20	
5 lbs. twine	3 75	
5 lbs. marlin	2 50	
20 lbs. spun yarn	5 60	
25 lbs. points	10 00	
		176 05
Carried forward		$663 31
Amount brought forward		663 31
Maintopsail:		
5 1-2 bolts duck	165 00	
6 lbs. twine	4 50	
5 lbs. marlin	2 50	
65 lbs. points	26 00	
20 lbs. spun yarn	5 60	
30 lbs. bolt rope	20 00	
		223 60
Mizen-topsail:		
3 bolts duck	75 00	
3 lbs. twine	2 25	
3 lbs. marlin	1 50	
25 lbs. bolt rope	10 00	
12 lbs. spun yarn	3 06	
40 lbs. points	16 00	
		107 81
Jib:		
3 bolts duck, at $20	60 00	
twine rope, &c.	40 00	
		100 00

No. 68—Continued.

Mizen-staysail:			
1 1-2 bolts duck		$45 00	
twine rope, &c.		35 00	
			$80 00
Spanker:			
3 1-2 bolts duck		87 50	
twine rope, &c.		45 00	
			132 50
585 lbs. new rigging, at $25		146 25	
A new hawser, cut for rigging 120 fathoms, 6½ inches, 1,080 lbs. at $25		270 00	
90 fathoms 14½ inch cable, cut up for rigging, 4,050, less one-third off for old (less) 1,350			
2,700 at $25		675 00	
			1,091 25
Carried forward			2,498 47
Amount brought forward			2,498 47
Expenses and port charges at Monterey, December, 1824			1,044 00
Do do at Mazatlan, March, 1825			1,669 31
Carpenter's bill to, at, and from Monterey to Mazatlan and Guayaquil			426 66
Pilotage to Guayaquil from sea, June		75 00	
Port charges at Guayaquil, June, 1825		188 00	
Two surveys on ship, 3 men each time		102 00	
Protest at Guayaquil, June 2d, 1825		24 00	
Copying protest at Guayaquil by Consul		34 00	
Two consular certificates at Guayaquil		4 00	
			427 00
			6,065 44
Commissions at 5 per cent.			303 30
			$6,368 74

No. 69.

Average accruing to ship Mercury, Benj'n. James, master, from Canton to Chili and Peru, by being obliged to cut away her foremast in a typhon, July 11, 1824, *in lat.* 20 30, *and lon.* 24, *east of Greenwich.*

Expenses of repairs, per account			$6,369 49
Ship valued at the net sales in Guayaquil, June, 1825	$2,422		
Freight	$8,000		
Deduct seamen's wages $5,563			
And victuals for 9 mos. 900			
	6,465		
		1,535	
Ship's cargo, pr. invoice		44,909	
Perkins & Co., invoice		24,978	
Thomas W. Forbes, invoice		1,414	
Samuel Russell, invoice		2,500	

No. 69—Continued.

Butler & Carrington, invoice - - - - -	$572	
Charles N. Talbot, " - - - - -	498	
Henry Mathewson, " - - - - -	3,600	
Benjamin James, " - - - - -	3,000	
	$85,428 00	$6,369 49
If $85,428 lose $6,369 49, what will $100 lose? Answer: $7 45.6 mills.		
Ship pays - - - - - -	180 58	
Freight pays - - - - - -	114 35	
Cargo pays - - - - - -	3,348 43	
Perkins & Co. pays - - - - - -	1,862 38	
Thomas F. Forbes pays - - - - -	105 43	
Samuel Russell pays - - - - - -	186 42	
Charles N. Talbot - - - - - -	37 14	
Butler & Carrington pays - - - - -	42 15	
H. Mathewson pays - - - - - -	268 42	
Benjamin James pays - - - - -	223 69	
		$6,369 49

No. 70.

Copy of Charter Party Superior.

This charter party of affreightment, made and concluded between Ebenezer Andrews, agent and master, for the owners of the ship Superior, of Providence, State of Rhode Island, in United States of America, of the burden, per register, [of] four hundred tons, or thereabouts, now lying at anchor in the port of Chorillos, of the first part, and Henry Mathewson, of Providence, Rhode Island, now in the city of Lima, on the other part, witnesseth:

That the said Ebenezer Andrews, for and in consideration hereinafter mentioned, hath covenanted, bargained, and agreed, and by these presents doth bargain, covenant, and agree, to and with the said H. Mathewson, to charter three-fourths of said ship Superior, to proceed on a voyage to Manilla and Canton, (the dangers of the seas, restraint of rulers, prince and people, excepted,) to the above mentioned ports, and there to put and keep the ship in readiness to return to the west coast of America, with the privilege of touching and trading at three legal ports on said west coast of America, or, should it be found advisable by the charterers, on the arrival of the ship at Manilla or Canton, to change the voyage for one legal port in Europe, the United States, or the Brazils, they are to have the liberty so to do; and the said Ebenezer Andrews agrees to take the remaining fourth part of said ship Superior on his owner's account, and becomes, on their behalf, one-fourth part interested in said voyage or voyages; and the funds of said Mathewson and Andrews shall be turned into a general stock, and the same shall be invested by said Mathewson, in Manilla and Canton, in such arti-

cles as he may deem for the interest of the concern, the net proceeds sales of said cargo so invested shall be divided in proportion to the funds each of the contracting parties puts into the general concern; the actual and necessary expenses of said Mathewson and Andrews, for the purchase and disposal of the cargo aforesaid in port, shall be paid by the parties concerned in said cargo; but H. Mathewson is to charge no commissions on purchases or sales on said Andrews' one-fourth part, excepting what he is obliged to pay the merchants for assisting him in his purchases and sales before mentioned; said Mathewson shall be furnished with a passage and stores, free of expense in said ship, the voyage round. It is understood and agreed, [that] Capt. Andrews and officers are allowed the same privileges in the ship as granted them by the owners.

In consideration of the above stipulations, H. Mathewson agrees to pay, or cause to be paid, to the said E. Andrews, at the last port of discharge, at and after the rate of fifteen hundred dollars per month, for the full charter of said ship, that is to say, eleven hundred and twenty-five dollars per month, for said three-fourths above mentioned of said ship Superior, in current coin, gold or silver, with no primage. The charter to commence on the first day of December, in the year of our Lord one thousand eight hundred [and] twenty-five. The charterers are to pay all port charges at Manilla, comshaw, measurement, and pilotage of said ship in Canton. The ship to pay port charges, pilotage, and tonnage dues on the west coast of America, the United States, Europe, or Rio de Janeiro. The master of said ship is to have the liberty of touching at one or more ports on his outward or homeward-bound passage for supplies of stock, &c.

For the true and faithful performance and fulfilment of all and singular the covenants and agreements above mentioned, each of the parties aforesaid bind themselves, their heirs, executors, administrators, and assigns, firmly by these presents.

In witness whereof, the parties have signed these presents, and affixed their seals, this third day of November, in the year of our Lord one thousand eight hundred [and] twenty-five.

EBENEZER ANDREWS, [L. S.]
HENRY MATHEWSON. [L. S.]

Signed, sealed, and delivered in presence of us:

WM. S. WETMORE,
W. K. SMITH.

This memorandum is to certify that the ship Superior sailed from Chorillos, on her intended voyage, as stipulated in the foregoing charter party, on the 28th of November, one thousand eight hundred and twenty-five, on which day her charter commenced.

EBENEZER ANDREWS.
HENRY MATHEWSON.

No. 71.

Invoice of SPETIA *on board Superior for Canton, November,* 1825.

10 boxes and 15 bars - - - - - -		$47,238 1¾
9 bags - - - - - - -	$6,148	
5 packages, N. 1, 4, 5, 8, and 11 - - - -	7,546	
3 kegs and 10 bags - - - - - -	22,000	
3 boxes, N. 1, 2, 3, and 2 packages, 4 and 5 - -	4,060	
		39,754
2 bags - - - - - - - -	1,800	
1 bag - - - - - - - -	1,000	
Difference in pina - - - - - - -	1,245	
		4,065
14 boxes - - - - - - - -		42,000
		133,057 0¼
Deduct paid freight and deposite to frigate United States -	789 40	
To Capt. E. Andrews - - - - -	4,172	
		4,961 40
		$128,095 63

No. 72.

Invoice of goods left with Alsop, Wetmore & Co., for sale, November, 1825, *being a part of ship Mercury's cargo from Canton.*

	8 boxes hats.
[M] ‡ 294	1 case, 25 pieces, black levantine.
263	1 case, 25 pieces, black levantine.
106	containing 31 crape dresses.
	1 box pagordas.
	1 box, 25 dressing cases.
	21 kegs manufactory tobacco.

No. 73.

Invoice of ship Superior's cargo of rice and paddy, as shipped at Manilla, by Barretto & Co., for Canton, March, 1826.

RICE.

R.	3,450 bags, current at gross - - -	11,125 8	
No mark.	1,463 do. do. do. - - -	5,477 2	
	4,913	16,602 10	
	Tare 4 pounds per 3 bags	262	
	Net arobas - - -	16,340 10	
	5 arobas per carbon are 3,268 carbons, at 1-3 real -		$4,493 50
†	1,440 bags white rice, weight - -	4,752 17	
	Tare 4 pounds per 3 bags -	76 20	
		4,675 22	
	5 arobas per carbon, 935 carbons, at $1 3 9 - -		1,378 27

No. 73—Continued.

PADDY.			
1,007 bags gross weight arobas - -	4,060	6	
Tare 5 pounds per 3 bags -	67	5	
	3,993	1	
99,826 lbs., 92 lbs. per carbon, are 1,085 carbons, at 5 reals			$678 13
CHARGES.			
Empty bags and rattans - - -	$331	87½	
Coolis, packing - - - -	47	62½	
Coolis, loading and weighing - -	40		
Lighters to ship - - - -	63		
			482 50
ON PADDY.			
Empty bags and rattans - - -	$58	75	
Coolis, packing - - - -	10		
Coolis, loading - - - -	10		
Lighters to ship - - - -	12		
			90 75
Mats for dunnage - - - -	14		
Stamp paper and fees on license to export rice	1		
Export duty on $3,031, amount at 2 1-2 per cent.	75	75	
Commissions 2 1-2 per cent. on $6,544 87 -	163	62½	
			254 37
64 coils rope, 65 pikle, 92 pounds, at $8 50 -	560	37	
Coolis and lighterage - - -	5		
			565 37
			$7,937 89

No. 74.

Disbursements, ship Superior, at Manilla.

Ship Superior's cargo, Dr.

1826.	To paid custom-house clerk's fees - - -	$48		
March.	Captain of port's fees - - - -	4	5	
	Passport, stamp paper, &c. - - -	7	2	
	Custom-house officer's fees - - -	7		
	Boat to take out ballast - - - -	27		
	Board and lodging captain and self at Manilla, March 7, 1826 - - - - - - -	58	5	
				$152 50

No. 75.

Sales at Canton, April, 1825, of ship Superior's cargo of rice and paddy, on account of the owners and freighters of said ship.

To Manchop, Hong merchant.		
3,817 pikles, 23 e., rice, at $2 50 - -	$9,543	
756 pikles, 83 e., paddy, at 1 75 - -	1,324	
		$10,867
To Captain E. Andrews.		
600–300— 5 pikles, 91 e., rice, at $2 50 -	$13 66	
400—100—3 1-2 pikles paddy, at 1 75 -	1 12	
		19 78
		$10,886 78

No. 76.

Sales of pina and silver at Canton, March the 9th, 1826.

815	800	800		
810	800	800		
800	800	800		
800	800			
800	800			
4025	4000	2400	10425	
		Premium	573 3—5 1-2 per ct.	
			10998 3 tale, equal to - - -	$15,339 43

Pina weighed March 31.

717	717			
717	717			
717	717			
717	820			
717				
3585	2971	6556	tale 5 t. per ct. advance.	
		360 58		
			tale equal 6916 5 8	
895 tale, 20 p. ct. discount.				
179 discount.				
—	-	- - -	716 3	
			tale 7632 8 8 - - - -	10,644 25

16 bars silver to Kinqua, 6 per cent. advanced.

752 7	828 7	819 7	223 1	
827 6	792 2	742 6	4025 7	
824 6	826 4	821	4077 7	
725	801 1	827 6	3939 5	
809 6	829 3	814 8		
			12266	
			735 9 6 advance.	
			13001 9 6	
		Small silver	3371 9 4	
			16371 9 tale, equal to - -	22,836 71

No. 76—Continued.

800	
800	
800	
642 6	
363 4	
3406	
34 6 discount 1 per cent.	
3371 9 4	
Amount sales of all the pina and silver - - - - - -	$48,820 39
Deduct amount sales of 81 pieces pina received from Alsop, Wetmore & Co.	12,204 35
Amount of pina and silver purchased at Mazatlan equal sales - -	$36,616 04
Amount invoice of pina purchased at Mazatlan, March, 1825 - -	38,020 67
Loss - - - - - -	$1,404 63

Weight of 81 pieces pina purchased of Alsop, Wetmore & Co., at Lima, November, 1825, and sold at Canton, March, 1826.

4 pieces pina,	715 1 9	tale.	
6 pieces pina,	744 3 9		
6 pieces pina,	659 1		
6 pieces pina,	801 1 9		
7 pieces pina,	804 5		
4 pieces pina,	720 3		
4 pieces pina,	569		
20 pieces pina,	851 6		
8 pieces pina,	731 3 6		
6 pieces pina,	880 3		
6 pieces pina,	599 3		
4 pieces pina,	470 6		
81	8546 2 9		
Deduct	895 3	mixed with copper.	
	7650 9 9	tale, equal to - - - -	$10,671 75
		Premium 5 per cent. - - -	533 55
	895 3	mixed with copper.	
Discount 20 per cent.	179 6	equal to $250.	
	716 2 4	tale, equal to - - - -	999 9
24 lbs. copper shot 7 1-2 lbs.—15 mark $9		13 5.	
			$12,204 35
Amount invoice 81 pieces pina purchased of Alsop, Wetmore & Co., at Lima, November, 1825.			
1430 marks, at $9 - - - - - - -			12,877 87
Loss - - - - -			$673 52

To be attached to account sales No. 76.

Account of loss of gold, silver, and pina, at Canton, March, 1826.

Loss on silver and pina purchased at Mazatlan - - - - -	$1,404 31
14 pieces gold - - - - - - - - - - -	44
36 doubloons took at Mazatlan, at $18 each at Mazatlan, and sold at $15 50 at Canton - - - - - - - - - -	90
3,000 patriot dollars exchanged at Canton at 2½ per cent. discount - -	75
	$1,631 31

No. 76—Continued.

Owners of ship Mercury, proportion of loss - - -	$1,150 92	
Pirkins & Co., proportion of loss - - - -	383 64	
H. Mathewson, proportion of loss - - - -	78 75	
		$1,613 31
Owners of ship Mercury, loss on pina at Mazatlan - -	1,150 92	
Loss on pina purchased from Alsop, Wetmore & Co., at Lima, for account - - - - - -	673 52	
		$1,824 44
Owners' loss - - - -		$1,824 44

No. 77.

Invoice of merchandise shipped by Henry Mathewson on board the ship Superior, Captain E. Andrews master, bound for the West coast of America, $23,231 26 dollars, on account of E. Andrews, agent for the owners of ship Superior, and $73,647 50 dollars on account of E. Carrington & Co., Cyrus Butler, esq., and H. Mathewson, all native citizens of the United States of America, and consigned to H. Mathewson and E. Andrews, for sale on account and risk of said owners. Canton, June 6, 1826.

[S] No. 1	1 case, 25 pieces, 5-4 black handkerchiefs, 26 tale, at $12 - - - - - -	$300
2	1 case, 25 pieces, crossbarred sarsenets, 30 yds., at $9 - - - - - -	225
3	1 case 35 } 75 gauze dresses, at $6 50 - -	487 50
4	1 case 40 }	
5, 9	5 cases, 100 each, 500 pieces pongee, 40 y., 15 tale, at $4 80 - - - - -	2,400
10, 15	6 cases, 50 each, 300 crape dresses, 5 tale, at $3	900
16, 69	54 cases, 50 each, 2,700 7-4 crape shawls, 3–6 tale, at $2 20 - - - - -	5,940
70, 89	20 cases, 50 e., 1,000 7-4 crape shawls, 2–8 tale, at $1 70 - - - - -	1,700
90, 95	6 cases, 25 e., 175 pieces colored levantine, 30 y., 30 tale, $14 - - - - -	2,100
96	1 case, 15 pieces, do. do. $14	210
97, 100	4 cases, 25 e., 100 pieces black figured sarsenet, 30 y., 28 tale, $14 - - - - -	1,400
101, 124	24 cases, 25 e., 600 pieces 7-8 crossbarred hdkfs, 18 tale, at $7 50 - - - - -	4,500
125, 140	16 cases, 25 e., 400 pieces 4-4 black handkfs, 20 tale, $7 50 - - - - - -	3,000
141, 146	6 cases, 25 e., 150 pieces colored sarsenets, 30 y., 28 tale, 29¼, $12 - - - - -	1,800
147, 152	6 cases, 50 e., 300 caddies black ribbon, $5 40 -	1,620
153, 156	4 cases, 25 e., 100 pieces colored satins, 25 y., 41 t., 22½ in., $21 - - - - -	2,100
157, 160	4 cases, 25 e., 100 pieces black stripe satins, 25 y., 48 t., 22½ in., $20 - - - - -	2,000
161	1 case, 19 embroidered crape scarfs, $23 -	437
162, 163	2 cases, 50 e., 100 7-4 embr'd crape shawls, $9	900
164	1 case, 25 pieces, damask satin, 18 y., 48 t., 29, $18 50 - - - - - - -	462 50

No. 77—Continued.

165	1 case, 16 7-4 embroidered crape shawls, $24 -	$384	
166	1 case, 6 embroidered crape scarfs, $25 -	150	
167, 174	8 cases, 25 e., 200 pieces colored satin, 25 y., 41 t., 22½ in., $22 - - - -	4,400	
175	1 case 25 } 45 pieces black stripe satin, 25 y., 43	} 900	
176	1 case 20 } t., 22, $20 - - -	}	
177, 182	6 cases, 25 e., 150 pieces black figured sarsenet, 30 y., 28 t., 33 in., $15 50 - - -	2,325	
183, 184	2 cases, 25 e., 50 pieces colored sarsenet, 30 y., 28 t., 29½ in., $12 80 - - - -	640	
185	1 case, 20 pieces, do. do. do. $12 80	256	
186, 205	20 cases, 50 e., 500 pieces 7-8 crossbarred hdkfs, 11 tale, $8 20 - - - -	4,100	
206, 242	37 cases, 50 e., 1,850 7-4 crape shawls, 3-8 tale, $2 30 - - - - -	4,255	
			49,892 00
	Carried forward -	–	$49,892 00
	Amount brought forward -	–	$49,892 04
243, 250	8 cases, 25 e., 200 pieces, 18 y., 18 tale crapes, at $5 80 - - - - -	1,160	
251, 252	2 cases, 100 e., 200 4-4 crape shawls, at 65 cts.	130	
253, 254	2 cases, 50 e., 100 } 200 satin scarfs, $2 45	490	
253, 254	2 cases, 50 e., 100 }		
255, 256	2 cases, 50 e., 7-4 satin shawls, 4 20	420	
257, 266	10 cases, 50 e., 500 satin dresses, 4 70	2,350	
267, 276	10 cases, 25 e., 250 pieces colored sarsenet, 40 y., 20 t., 20 in., $7 50 - - - -	1,875	
277, 278	2 cases, 50 e., 100 7-4 embroidered crape shawls, $6 - - - - - - -	600	
279	1 case, 50 8-4 embroidered crape shawls, $8 50	425	
280, 281	2 cases, 20 e., 40 5-4 black hdkfs, 28 tale, $15	600	
282	1 case, 50 gauze dresses, $5 - - -	250	
283, 285	3 cases, 25 e., 75 pieces 7-8 crossbarred hdkfs, 18 tale, $8 20 - - - -	615	
326	1 case, 50 gauze dresses, $6 40 - -	320	
327, 328	2 cases, 25 e., 50 pieces 4-4 checked hdkfs, $6	300	
	NANKEENS.		
1 *a* 188	188 boxes, 50 e., 9,400 ps. blue nankeen, 11 ys., 88	8,272	
201, 294	94 boxes, 100 e., 9,400 ps. y. com. nankeen, 2d quality, 59 - - - - - -	5,546	
286, 325	40 boxes, 100 e., 4,000 pieces do. do. do. 58	2,320	
D 12, 36	25 boxes, 100 e., 2,500 pieces do. do. do. 39	1,475	
P	**WHITE WAX.**		
W 63, 94	32 cases, 3,276 pounds white wax, 45 cents -	1,470 15	
	Duties, boxes, &c. - - - -	87 25	
95, 195	101 cases, 10,302½ pounds } 11,602½ pounds -	5,120 37	
N. N.	13 cases, 1,300 " }		
	Export duty, empty boxes, &c. - - -	265 75	
	GRASS ROPE.		
	64 coils grass rope, 65 92 pikles, $8 62½ -	560 37	
	Duty on rope - - - - -	5	
S H 1, 2	2 cases, 120 e., 240 white straw hats, $1 46 -	375	
3	1 case, 80 } 200 black straw hats, $15 6	337 50	
4, 5	2 cases, 60, 120 }		

No. 77—Continued.

	Duties, commissions, &c., by Pirkins & Co. -	$41 56	
	1 anchor 1600 00 00 - - - -	50	
			35,460 95
	Carried forward -	–	$85,352 95
[S]	Amount brought forward -	–	$85,352 75
	CHOWCHOW ARTICLES.		
1, 50	50 boxes, 20,000 e., 1,000,000 fire crackers, $5	250	
51, 55	5 boxes, 1,000 e., 5,000 sky rockets, $2 10 per 100 - - - - - - -	105	
56, 61	6 boxes, 1 e., 6 pikles paper, $16 - -	96	
62, 81	20 boxes, 1 e., dining sets china, 172 ps. e., $19	340	
82, 231	150 boxes, 1 e., 150 tea sets of china, 48 ps., $1 85	277 50	
232, 241	10 boxes, 1 e., 10 coffee sets, 100 e., $8 - -	80	
242, 246	5 boxes, 5 e., 25 sets china platters, 5 in set, $3	75	
247, 258	12 boxes, 100 e., 1,200 china plates, $8 - -	96	
259, 268	10 boxes, 100 e., 1,000 china plates, $10 50 -	105	
269, 272	4 boxes, 10 e., 40 wash bowls and pitchers, $1 -	40	
273, 276	4 do. do. do. do. 50 cts.	20	
277, 326	50 boxes, 10,000 e., 500,000 fire crackers, box $2 25 - - - - -	112 50	
327, 351	25 boxes, 10,000 e., 250,000 fire crackers, box $2 50 - - - - -	62 50	
496	1 box, 50 tortoise shell combs, $4 - -	200	
497, 498	2 boxes, 50 e., 100 tortoise shell combs, $3 30 -	330	
499	1 box, 50 tortoise shell combs, $3 - -	150	
500	1 box, 50 do. do. 3 30 - -	165	
1, 75	75 bundles, 25 yds. e., 1,875 yards of mats -	321 50	
501, 510	10 boxes, 1 e., 10 tea sets of china, 60 ps. e., $11	110	
511, 520	10 boxes, 1 e., 10 tea sets of china, $10 50 -	105	
521, 540	20 lots chairs, bamboo, $4 50 - - -	90	
541, 577	37 of trunks, 3 in set, $12 - - -	444	
603, 604	2 boxes, 10 e., 20 ladies' work boxes, $5 -	100	
605, 624	20 sets clothes baskets, 3 in set, $5 - -	100	
625, 640	25 bundles, 25 ys. e., 625 yards - - -	156 25	
650, 653	4 boxes, 50 e., 200 boxes flowers, 50 cents -	100	
654, 655	2 boxes, 25 e , 50 doz. table mats, $1 50 -	75	
658, 659	2 wash handstands, $6 50 - - -	13	
660	1 set camphor trunks - - - -	16	
661, 662	2 boxes, 51 e., 102 caddies vermillion, 9 cents -	91 80	
			4,227 05
	Carried forward -	–	$89,579 90
	Amount brought forward -	–	$89,579 90
	TRUNKS.		
‡ 1	1 trunk, 120 p. y., nankeen p. loons, 80 cents -	$96	
2	1 trunk, 100 " do. do. 80 cents -	80	
	1 trunk, 50 black velvet waistcoats, $2 - -	100	
3	1 trunk, 70 velvet caps, 90 cents - -	63	
4	1 trunk, 200 blue nankeen shirts, 75 cents -	150	
5	1 trunk, 220 p. y. nankeen p. loons, 80 cents -	176	
6	1 trunk, 40 " do. do. 75 " -	30	
7	1 trunk, 38 " do. do. 75 " -	28 50	
8, 9	2 trunks, 100 e., 200 blue nankeen jackets, 95 cts.	190	
10	1 trunk, 50 p. y. nankeen p. loons, 80 cents -	40	
12	1 trunk, 144 grass cloth shirts, $2 - -	288	
11	1 trunk, 30 bedspreads, $16 50 - - -	495	
	6 do. $31 - -	186	
			1,922 50

No. 77—Continued.

	CHESTS.		
1 *a* 8	8 chests, 50 e., 400 coarse silk rugs, 60 cents -	$240	
9	1 chest, 150 fur caps, $1 - - -	150	
	100 velvet caps, $1 - - -	100	
	130 do. 90 cents - -	117	
663, 666	4 boxes, 20 writing desks, $5 50 - -	110	
	10 chests for clothing - -	43	
301, 406	160 boxes, 12 e., 2 lbs. boxes, 29 pikles imperial tea, 50 tale - - - - -	2,013	
			2,773 00
			$94,275 50
	CHARGES.		
	Extra dying - - - - -	343	
	Duties on goods purchased outside - -	2,566 26	
			2,909 26
			$97,184 76
	Deduct from 12 sets of trunks bad made, 50 cents	6	
	Deduct from 157, 160, 100 pieces black stripe satin, made 6 tale too light, $3 - -	300	
			306
			$96,878 76

No. 78.

Invoice of sundries shipped by Henry Mathewson in ship Superior at Canton, June, 1826, on his own account and risk for South America.

M ‡ 1	1 case, 25 pieces X barred hhks. - - -	$5 50	$112 50
2	1 case, 69 satin dresses - - - -	5	345 00
3*a*6	4 cases, 25 E., 100 pieces mantos - - -	14	1,400 00
7*a*13	7 cases, 25 E., 175 pieces, 7-8 X barred hhks. -	7 50	1,312 50
14*a*16	3 cases, 25 E., 75 pieces, 4-4 black hhks. -	7 50	562 50
18*a*19	2 cases, 25 E., 50 pieces sarsenet - -	12	600 00
20*a*21	2 cases, 50 E., 100 satin scarfs - - -	2 45	245 00
22*a*23	2 cases, 50 E., 100 satin dresses - - -	4 70	470 00
27*a*34	8 cases, 50 E., 400 satin dresses - - -	4 50	1,800 00
35*a*42	8 cases, 25 E., 200 *Caddis* black ribbon - -	5 40	1,080 00
43*a*52	10 cases, 25 E., 250 pieces sarsenet -	7 50	1,875 00
53	1 case, 60 7-4 emb. crape shawls - - -	5	300 00
54	1 case, 44 8-4 emb. crape shawls - - -	9	396 00
55	1 case, 50 gauze dresses - - - -	5	250 00
56*a*69	14 cases, 100 E., 1,400 7-4 crape shawls - -	1 80	2,520 00
72	1 case, 12 gauze hhks. - - - -	0 25	3 00
	6 p. silk stockings - - -	1 50	9 00
	6 gauze dresses - - - -	5	30 00
73	1 case, 12 cadis ribbon - - - -	10	120 00
74	1 case, 4 embroidered spreads - - -	62	248 00
X	1 case, 24 levantine shawls - - -	5	120 00
D ‡ 1	1 case, 50 gauze dresses - - - -	4	200 00
2	1 case, 10 pieces, 5-4 black hhks. - - -	15	150 00
4*a*6	3 cases, 25 E., 75 pieces black levantine - -	12	900 00
9*a*10	2 cases, 31 pieces black *satton* - - -	13 20	409 20
7	1 case, 25 pieces blue camlet - - -	16 30	417 50
11	1 case, 78 satin shawls - - -	4 50	351 00

No. 78—Continued.

12	1 case, 25 embroidered shawls - - -	$9	$225 00
M 71	1 case, 2 embroidered spreads - - -	82	164 00
	18 nankeen P. loons, 20 conkan - - -		54 40
	50 nankeen P. loons, 20 lurot - - -		75 50
	28 conkan P. loons, $42; 16 vests, $16; 53 P. loons, $32 -		90 00
	48 vests, $48; 10 vests, $10; 136 silver chains, $4—$544 -		602 00
	A silver tea set - - - - - -		132 00
			$17,589 10
M ǂ 16	Delivered Capt. Andrews - - - -	$187 50	
	Shawls and scarfs do - - - - -	155 50	
			343 00
			$17,246 10
	Duties paid Mandarines - - - -	174 66	
	Duties paid Linguist - - - -	300	
			474 66
			$17,720 76

No. 78.

Invoice of Chowchow articles.

M ǂ 1*a*50	50 boxes, 20,000 E., fire crackers - - -	$5	$250 00
51*a*75	25 boxes, 10,000 E., fire crackers - - -	2 50	62 50
76*a*79	4 boxes, 25 E., 100 silk flowers - - -	0 45	45 00
80*a*84	5 boxes, 4 E., 20 jars sweetmeats - - -		12 00
85*a*87	3 boxes, 50 E., 150 shell combs - - -	2 70	405 00
99*a*100	2 boxes, 104 flowers - - - -		10 00
101*a*102	2 boxes, 10 E., 20 pictures - - -	1	20 00
103	1 box, 50 shell combs - - - -	3 25	162 50
105*a*106	2 boxes, 500 E., 1,000 small combs - -	10	100 00
107*a*108	2 boxes, 100 E., 200 billiard balls - -	0 65	130 00
113	1 box, 8 chess boards - - - -	1 50	12 00
114	1 box, 6 sets chess men - - - -	5	30 00
115	1 box, 2 laquid dressing cases - - -	5	10 00
116*a*117	2 boxes, 10 E., 20 P. *pictors* - - -	1	20 00
118*a*119	2 boxes, 50 E., 100 shell combs - - -	3 20	320 00
120	1 box, 50 kights - - - - - -		12 00
[S]461 490	30 boxes, 12 E., 2 lb. lead boxes tea - -		416 66
M 1	1 box, 2 writing desks - - - - -	5	10 00
2	1 box, 8 *pictors* - - - - - -	2	16 00
3	1 box, 2 Mandarin figures - - -		5 00
5	1 box, 10 *pictors* - - - - -		10 00
6	1 box, 10 *pictors* - - - - -		10 00
	1 bedstead - - - - - -		18 00
	2 bureaus, $36; 2 sofas, $20; 12 chairs, $18 - -		74 00
	1 table, 10; 1 washstand, $6 - - - -		16 00
[S]521 535	15 sets china tea sets - - - -	9	135 00
	6 satin spreads - - - - -	16	96 00
M 89*a*90	2 boxes, 250 boxes beads - - - -	5	12 50
95*a*98	4 boxes, 100 E., 400 billiard balls - -	0 65	260 00
			$2,680 16

No. 78—Continued.

	10 crape shawls, 2 pieces blue damask, 2 crape shawls, 6 pieces conkin, 7 shell combs,	1 box whistles, 1 dining set china 16 boxes tea, 3 tubs candy, 3 pieces black satin, 12 dresses.	$17,720 76 2,680 16 $20,400 92

No. 79.

Invoice of Thomas T. Forbes' adventure in ship Superior, June, 1826.

[F] 1a2	2 boxes, 16 E., 32 half boxes Spanish cigars	- -	$340 00
3	1 case, 8 straw hats, white - - - -	$2	16 00
	5 straw hats, black - - - - -	2 50	12 50
	32 straw tobacco cases - - - -	0 25	8 00
	1 French dressing case - - - - -	-	7 50
	13 bottles otter of roses - - - -	1	13 00
‡ 1	1 case, 50 satin dresses - - - -	6	300 00
2a7	6 cases, 50 E., 300 7-4 crape shawls - -	2 35	705 00
8	1 case, 25 pieces, 7-8 X barred hdkfs. - -	-	202 50
9a9	2 cases, 50 E., 100 satin scarfs - - -	2 60	260 00
10	1 case, 20 7-4 embroidered crape shawls - -	-	103 20
			$1,867 70

No. 80.

Invoice of sundries, adventure Benj. Pitman, 1826.

[B S] 1a51	56 half chests Souchong tea, - - -	at $6	$336 00
A 1a24	24 boxes, 12 cadies E., hyson tea - -	3 50	84 00
			$420 00

No. 81.

Invoice of sundries, Henry O. Young adventure, 1826.

H O Y			
1a2	2 boxes, 100 E., 200 paper boxes flowers,	- at $40	$80 00
5a6	2 boxes, 100 E., 200 do do	- 42	84 00
3	1 box, 24 laquice tea cadies of tea - -	1 50	36 00
	1 paper, 24 rice drawings - - -	0 25	6 00
4	1 box, 6 boxes flowers, 2 pots in each - -	2	12 00
	30 boxes pearl beads - - - -	0 50	15 00
	11 silk laquice fans - - - -	0 60	6 60
			$239 60

No. 82.

Invoice sundries shipped by E. O. Russel, Canton, June, 1826.

A R ǂ 1*a*30	30 bundles, 100 E., 3,000 pieces shop keen - -	$840 00

No. 83.

Invoice of sundries shipped by Pirkins & Co. at Canton, June, 1826.

ǂ 1*a*113	113 coils grass rope, per memorandum, 13,939½ lbs., equal to 10,454 caddies, at 11 c. - - - - - -	$1,149 94
XI401*a*500	100 *roots* of *flower* matting, calculated to cover 5½ by 3½ yds., is 2,200 yds., at 12 c. - - - - - -	264 00
501*a*550	50 roots of flower matting, calculated to cover 4 by 3 yds., is 800 yds., at 18 c. - - - - -	144 00
		$1,557 94

No. 84.

Invoice of 1,018 *bars of Swedes iron, shipped at Canton, June,* 1826.

1,018 bars Swedes iron, 72,103 lbs., equal to 524 36, *a* $8 pikle -		$4,194 88
Charges.		
Shipping - - - - - - - -	$15	
Export duty - - - - - - - -	14 75	
Insurance premium, 9 per cent. - - - -	453	
Commissions, 2½ pr. ct. - - - - -	104 87	
		587 62
		$4,782 50

No. 85.

Invoice of sundries shipped by Pitman, French & Co., Canton, June, 1826.

($) ǂ 83 *a* 84	2 cases, 25 E, 50 reams Dutch paper - - -	$262 50
85, 86	2 cases, 25 E, 50 reams paper - - -	250
111,112	2 cases, 25 E, 50 reams paper - - -	200
115,116	2 cases, 25 E, 50 reams paper - - -	187 50
119,120	2 cases, 25 E, 50 reams paper - - -	175
		1,075
	Less one pr. ct. - - - - - -	10 75
		1,064 25

No. 85—Continued.

	Commissions and shipping charges - -	$53 22	
	Exchange, 10 pr. ct. - - - -	111 74	
			$164 96
			1,229 21
	Equal to - - -		491 68
N 1,275	1 case, 15 doz., womens' hose, 13*s.* - -	£9 18*s.* 9*d.*	
	2 " 25 " " " 16 - -	20	
	3 " 25 " " " 18 3*d.* - -	22 16 3	
	4 " 15 " " " 20 9 - -	15 11 3	
	5 " 10 " " " 23 - -	11 10	
	Copper, 32 cases - - 14 - -	2 6	
	4*s.* 9*d.* pr. dollar - -	82 3 3	364 58
	Add commissions and exchange, 12 pr. ct. - -		45 57
			901 83
‡ 1,260	1 case 11, 10 doz. womens' hose, 9*s.* -	4 10	
	12, 20 " " " 11 -	11	
	13, 20 " " " 12 -	12	
	14, 20 " " " 13 3*d.* -	13 5	
	Copper and case - - - -	1 18	
	At 4*s.* 6*d.* the dollar - -		189 42
	Commissions and average, 12 per ct. - - -		23 67
[H] 207 *a* 208	2 cases, 25 E, 50 doz. Cologne water, at $3 - -		150
[X] 1	1 case, 15 pieces, bunting - - 13 - -		195
‡2 *a* 51	50 boxes, 12 bottles E, Madeira wine - 5 - -		250
102 *a* 106	7 packages, containing billiard table complete - -		250
[S] 845 *a* 848	4 bedsteads, complete - $18 - -		72
849 *a* 852	4 " " " - - 18 - -		72
A s 1	1 case, 50 crape dresses - - 2 50 - -		125
2 *a* 4	3 cases, 100 E, 300 crape shawls - 1 40 - -		420
	Carried forward - - - -		$2,648 92
	Amount invoice brought forward - -		$2,648 92
[8†] 854 *a* 859	6 nests camphor trunks - at $12 - -		72
860 *a* 862	3 nests " " - - 12 - -		36
A 1 *a* 2	2 casks, containing 32 hats - - 4 - -		128
	7 cases, 248 ; 2 caddy boxes imperial tea 1 50 - -		372
52 *a* 101	50 boxes sweet Malaga wine - - 4 - -		200
			$3,456 92

No. 86.

Invoice of sundries shipped at Canton, June, 1826, *on account of E. Lynch, in ship Superior.*

[M] 88	1 box combs, 2 *large* plain - -	at $12 -	$24
	6 cut and carved - -	- 10 -	60
	6 small - - -	- 1 70 -	10 20

No. 86—Continued.

[M] 88	12 small - - - - $1 -		$12
	24 small - - - - 75 -		18
	1 8-4 crape *shall*, embroidered with gold - - -		64
	1 8-4 crape *shall*, embroidered silver - - -		50
			$238 20

Invoice of sundries shipped at Canton, June, 1826, on account of Stanhope Prevost, in ship Superior.

One lot chairs - - - - - - - -		$4 50
2 tortoise-shell combs, carved - - - -	at $10 -	20
1 large shell comb, elegant - - - -	15 -	15
24 grass-cloth shirts - - - - -	3 50 -	84
16 small shell combs - - - - -	1 -	16
1 set chess men - - - - - -	- -	14
1 chessboard - - - - - -	- -	3
1 silver chain - - - - - - -	- -	10
		$166 50

No. 87.

Disbursements ship Superior at Canton, June, 1826.

1826.	8 boats, landing rice and paddy, March, 18th -	$128	
	2 boats for money - - - - -	6	
	Linguish fees - - - - -	216	
	House compradore - - - -	100	
			$450
	Paid weighing money - - - -	25	
	Paid house boy - - - - -	23 50	
	Coolis labor - - - - -	27	
	Washing 144 shirts - - - -	3	
	Rattans and mats - - - - -	6 34	
	Paper for trunks [of] clothing - -	1 95	
	Matting, trunks and boxes - - -	5	
	Paid sessing money - - -	30 20	
			125 19
	Coolis in chop boat - - - -	1	
	Bags for money - - - - -	5	
			6
	Piloting ship from sea to Lintin - - -	18	
	Boat hire from Lintin to Canton - - -	20	
			38
	In and outward piloting - - - -	120	
	Boat for bar - - - - -	2	
	Mr. Williams' expenses after pilot - -	4 25	
	Capt. Andrews' board at Canton - - -	225 50	
			351 75
	4 quires paper, *a* 75 c. - - - - -	3	
	Board at Canton from March 14 to June 6, 1826, 82 days, *a* $5 - - - - -	410	

No. 87—Continued.

1826.	Pilot to sea, June 14, 1826 - - -	$5	
	Capt. Andrews' boy at Canton - - -	61	
			$434
			1,404 94
	To paid a China boat, transhipping sundry goods from ship Levant to the Superior - -	1	
	Consular certificate to invoice - - -	2 50	
	Victuals for Cooly in chop boat - - -	70	
			4 20
			1,409 14
	Deduct error charged boxes *bon* - - - -		3 20
			$1,405 94

No. 87 A.

Edward Carrington & Co., Cyrus Butler, esq., and Henry Mathewson, in account with Henry Mathewson.

1826.	Dr.		
March.	To your three-fourths of ship Superior's cargo of rice, shipped at Manilla for Canton, March 4, 1826, amount $7,372 52c., ¾ of which is - - -		$5,529 39
	To your ¾ of $1,558 44, amount ship Superior's disbursements at Manilla, March, and Canton, June, 1826, per bills - - - - - -		1,168 83
	To amount your interest in ship Superior's cargo, shipped at Canton, June, 1826, for the west coast of America, per invoice, $96,878 76c. - -		73,647 50
	To paid Russell & Co., bill extra expenses ship Mercury, at Canton, June, 1824 - - -	$346 98	
	To difference in sales old copper; in June, 1824, Russell & Co. credit the sales - $165		
	In June, 1826, they credit the sales only 127 21		
	Difference in sales - - 37 79	37 79	
	Amount bad dollars returned at Canton, June 1826	31	
	To loss on sales of gold, silver, and plata pina, at Canton, June, 1826, per statement rendered -	1,824 44	
			2,240 21
	To 9 pieces black satin in box ‡10, mark D, *a* $13 20	118 80	
	Cash to new account, June, 1826 - - -	2 30	
			121 10
			$82,707 03
	Cr.		
1826.	By your ¾ of $10,836 78, amount sales of ship Superior's cargo of rice, at Canton, June, 1826, per account sales rendered - - - - -		$8,165 8½
	By your ¾ of $860 50, amount freight made in ship Superior, from Canton to Lintin, June 10, 1826, per freight list - - - - - -		645 37½

No. 87 A—Continued.

1826.	By amount specie shipped at Lima, November, 1825, in ship Superior, and landed at Canton, March, 1826 - - - - - -	$73,371 18
	By amount charged in account, June, 1824, left with Russell & Co. at Canton, to pay extra expenses of ship Mercury - - - - -	385 39
	By premium on $4,000, old head dollars, 3½ pr. ct., sold Encong at Canton, March, 1826, - - -	140
		$82,707 03

C.—*Sales of sundries on the west coast of America, on account of Perkins & Co.*, 1825.

	100 pieces blue nankeen, $1 75 - -	$175	
	100 pieces blue nankeen, $1 69 - -	169	
	50 pieces blue nankeen - - -	90 4	
			$434 4
	1,750 pieces blue nankeen, $1.4 - - -		7,125
($) 1 a 2	100 levantine shawls, $7.4 - - -	750	
M 5	50 levantine shawls, $7 - - -	350	
			1,100
	150		
11, 14, 15	115 satin dresses, $11 - - -	1265	
12, 13	60 satin dresses, $10.6 - - -	645	
			1,910
	175		
	300 7-4 crape shawls, $4 - - -	1200	
	50 7-4 crape shawls, $4.2 - - -	212 4	
			1,412 4
	350		
27	130 satin scarfs, $4.4 - - -	585	
	70 satin scarfs, $5 - - -	350	
			935
	200		
32, 37	37 pieces bird's-eye hdkfs., $9 - - -	333	
36, 38	50 pieces bird's-eye hdkfs., $9.2 - - -	462 4	
44	25 pieces bird's-eye hdkfs., $9 - - -	225	
45	15 pieces bird's-eye hdkfs., $10 - - -	150	
	10 pieces bird's-eye hdkfs., $11 - - -	110	
			1,280 4
	137		
20, 21	50 pieces black hdkfs., $14 - - -	700	
22	25 pieces black hdkfs., $13.4 - - -	337 4	
			1,037 4
	75		
24	4 pieces blue camlet, $25 - - -	100	
25	3 pieces black camlet, $25 - - -	75	
			175
	7		
			$15,410
	CHARGES.		
	Duties paid on imports - - -	515 4	
	Duties on export of *spetia*, 7 per cent. - -	723	
	Commission 5 per cent. on $15,410 - -	770 4	
	Due from Enahia Flates for 200 pieces blue nankeen, $1.4 - - - -	300	2,309
			$13,101

C.—Continued.

Sales at Guayaquil, September, 1825, on account of Messrs. Perkins and Company.

($) 114 a 116 M	100 7-4 crape shawls, $4.4	– – –	$450	
	500 7-4 crape shawls, $7	– – –	3,500	
	1,000 7-4 crape shawls, $6.4	– – –	6,500	
	600 7-4 crape shawls, $4	– – –	2,400	
	400 7-4 crape shawls, $6	– – –	2,400	
	150 7-4 crape shawls, $6.2	– – –	937 4	
	50 7-4 crape shawls, $6.4	– – –	325	
	50 7-4 crape shawls, $6	– – –	300	
	450 7-4 crape shawls, $5	– – –	2,250	
	150 7-4 crape shawls, $4.4	– – –	675	
	3,450			$19,737 4
16, 19	50 pieces levantine, $24	– – –	1,200	
17, 18	50 pieces levantine, $26	– – –	1,300	
	100			2,500
14, 25	32 pieces camlet, $24 –	– – –	–	768
4, 7, 10	140 levantine shawls, $9.4	– – –	–	1,330
23	25 pieces black hdkfs., $18	– – –	–	450
49, 50	15 pieces vestings, $38.6¼	– – –	–	582
46	25 pieces black satin, $30	– – –	750	
47	25 pieces black satin, $34	– – –	850	
	50			1,600
33	25 pieces bird's-eye hdkfs., $13	– –	325	
37	14 pieces bird's-eye hdkfs., $	– – –	156	
	39			481
40, 41, 42	18 pieces velvet, $44	– – –	–	792
3, 6, 8	150 levantine shawls, $7.4	– – –	–	1,125
9	50 levantine shawls, $7.4	– – –	–	375
	200			$29,740 4

CHARGES.

Duties on $27,190 dolls. at 23 per cent.	–	$6,253 5½
Storage on do. ½ pr. ct.	– – –	100 7½
Portage to and from custom-house	– –	56
Commission on sales, 5 per cent.	– –	1,487
		7,946 5
N. B. Due on account of the above sales from		$21,793 7
B. Azluardo –	– – – –	750
From J. Gunier	– – – –	200
		$950

Which, if not paid, is to be repaid back by Messrs. Perkins & Co.

C.—Continued.

Sales at Lima, October, 1825, on account of Messrs. Perkins & Co.

(S)	1200 7-4 crape shawls, $6.4		$7,800
M 48	20 pieces black satin, $54		1,080
28, 31, 30	18 pieces, 252 yds. velvet, $3		756
151	9 embroidered crape shawls, $36	$324	
	33 embroidered crape shawls, $20	660	
			984
85, 39	50 pieces bird's-eye hdkfs., $8	400	
33, 34	50 pieces bird's-eye hdkfs., $4	200	
			600
	100		
29	6 pieces black velvet, $25	150	
26	20 pieces black camlet, $15	300	
			450
			11,670
	CHARGES.		
	Duties on $11,220 dolls., 23 per cent.	$2580	
	Storage at Lima, 1 per cent.	116 5½	
	Porterage at and from Chorillos	50	
	Commissions, 5 per cent.	583 4	
			3,330 1½
			8,339 6½
	Transit duty at Guayaquil on the above goods, 2½ per cent.		219 4
	Net sales at Lima		$8,120 2½
	Net sales at		

Recapitulation of sales made on account of Perkins & Co., 1825.

Net sales at Mazatlan, March, 1825, per acc't.	$13,101	
Net sales at Guayaquil, September, 1825, acc't.	21,793 7	
Net sales at Lima, November, 1825, acc't.	8,120 2½	
		$43,014 1½
Export duty on $18,918, at 4 per cent. at Guayaquil	756 72	
Bags for *spetia*	9 00	
Export duty at Lima, 1825, on $8,120, at 5 per cent.	406 00	
Premium on dollars at ½ per cent.	40 60	
Expenses in shipping	27 00	
Transit duty at Lima, 1825, on $16,530, at 1 per cent.	165 30	
Deposite on $29,631 on board U. States frigate United States, at 1 per cent.	296 31	
		1,700 7½
Net proceeds		41,313 2
Amount invoice at Canton, June, 1824		24,978 5
Net profits		16,334 5
Deduct one-third net profit for freight		5,444 7
		$35,868 3

D.

Sales at Guayaquil, 1825, on account of E. Carrington & Co. and Cyrus Butler.

1825.				
Sept.	13 cases gin, - - - -	$10	$130	
	7 cases gin, - - - -	8	56	
	2 cases gin, - - - -	9	18	
	1 case gin - - - -	-	8	
				$212
	At Guayaquil.			
	11 cases gin, - - - -	10	110	
	1 case gin - - - -	-	12	
	70 cases gin at auction - - -	-	308 06	
	20 cases to fill the above.			
	125 cases.			
	100 pieces nankeen - - - -	-	131 02	
				562
				$774
	CHARGES.			
	Freight of gin from Canton to Guayaquil, June, 1825, $1 the case - - - - -	-	125	
	Box of nankeens - - - - -	-	3	
	Duties at Guayaquil on $561, at 22 per cent.	-	129 02	
	Porterage to custom-house, and thence to auction	-	22	
	Commissions on $777, at 5 per cent. - -		38 05	
				317 7
				$456 1

E.

Sales at Mazatlan, March, 1825, on account of Charles N. Talbot.

1825.				
March 4	2 boxes segars, - - - -	$10	$20	
	1 box segars - - - -	-	9	
	1 box segars - - - -	-	6	
	60 boxes segars, - - - -	8	480	
	18 boxes segars, - - - -	7 4	135	
	1 box segars - - - -	-	7	
				$657
	83. CHARGES.			
	Freight from Canton to Mazatlan, 12 cts. the box	-	10	
	Commissions on sales, 5 per cent. - -	-	32 85	
				42 85
				$614 10

F.

Sales on the west coast of America on account of Samuel Russell, 1825.

[B] ǂ 1	9 levantine shawls - - - $8	$72	
	41 levantine shawls - - - 7 4	307 4	
	50.		
	10 crape dresses, - - - - 6 4	65	
			$444 4
	At Guayaquil.		
10, 11	50 pieces black levantine, - - - 24	1,200	
2, 3	100 levantine shawls, } 140 shawls - 9 4	1,330	
4	40 do do }		
5	50 crape dresses, - - - - 9	450	
9	23 embroidered crape shawls - - -	782	
			3,762
	At Lima, Nov., 1825.		
6, 7, 8	140 crape dresses, - - - - 6		840
			$5,046 4
	CHARGES.		
	Duty at Guayaquil on $3,762, at 23 per cent. -	865 2	
	Storage and porterage - - - -	45	
	Duties at Lima on $840, at 23 per cent. - -	193 1½	
	Expenses at and from Chorillos - - -	9	
	Transit duty on goods shipped from Guayaquil for Lima, $750, at 2½ per cent. - - -	18 6	
	Freight from Guayaquil to Lima - - -	6	
	Commissions on $5,046, at 5 per cent. - -	252 2½	
	Freight from Canton to Guayaquil, 50 dollars the ton measurement - - - - -	27 4	
			1,417
			$3,629 4

G.

Sales on account of Thomas F. Forbes, on the west coast of America, 1825.

[A]	*At Mazatlan.*		
3	20 satin dresses, - - - $11	$220	
	60 4-4 and 7-8 silk hhks. - - -	118	
			$338
	At Guayaquil.		
2	41 levantine shawls, - - - 9 4	389	
1	40 levantine shawls, - - - 10	400	
			789
	At Lima.		
4a5	100 7-4 crape shawls, - - - 6 4	650	
6, 7, 8, 9	200 7-4 crape shawls, - - - 6	1,200	
			1,850
			$2,977

G—Continued.

	CHARGES.		
	Duty at Guayaquil on $789, at 23 per cent. -	$181 4	
	Storage and labor - - - -	9	
	Duties at Lima on $1,850, at 23 per cent. -	425 4	
	Porterage and expenses at and from Chorillos -	15 2	
	Transit duty on goods shipped at Guayaquil for Lima, $1,400, at 2½ per cent. - -	35	
	Commissions on $2,977, at 5 per cent. - -	184 7	
			$815 1
			2,161 7
	Export duty at Guayaquil, 1825, on $560, at 4 p. ct.	22 40	
	Export duty at Lima, 1825, on $1,320, at 5 per ct.	66	
	Premium on $1,320, half per cent. - -	6 60	
	Bags and expense shipping - - -	6	
	Transit duty at Lima on $1,000, at 1 per cent. -	10	
	Deposite on $1,000 on board U. States frigate U. States, at 1 per cent. - - - -	10	
			121 00
	Net sales - - - -		$2,040 7
	Amount invoice at Canton, June, 1824 - - -		1,414
			$626 7
	Deduct one-third net profits for freight - - -		208 7½
			$1,831 7½

No. 88.

Sales of sundries from cargo of Superior at Valparaiso, Oct. 1826.

1826.	Cash 2 sets trunks - - - -	$30	$60		
	1 set trunks - - - -		32		
	1 set clothes baskets - - -		16		
	4 sets of trunks - - -	30	120		
	1 set clothes baskets - - -		16		
	2 sets trunks - - -	32	64		
	3 sets clothes baskets - - -	16	48		
	11 lots chairs - - - -	12	132		
	1 case, 50 crape shawls - -	4 2	212 4		
	1 case, 50 crape shawls - -	3 4	175		
				$875 4	
	5 boxes, 440 straw hats - - -	65 doz.	-	2,371 3	
	15,680 pieces co. nankeen, 7 rs. - -		-	13,720	
[S]255, 256	2 cases, 50 E., 100 satin shawls - -	8	800		
	98 shell combs - - - -	8	784		
	1 set trunks - - - - -		30		
	2 small trunks - - - -		16		
				1,642	
	6 boxes crackers - - - -	8	48		
	4 waistcoats - - - -	5	20		
	20 pieces co. nankeens to English ship at sea	1 25	25		
	5 rolls of mats - - - -		84 3		
	50 rolls mats, 25 y. E., 1,250 yards, 5 rs. -		781 2		

No. 88—Continued.

1 set clothes baskets - - - -		$18	
2 sets trunks - - - -	$25	50	
			$1,026 5
1 lot chairs - - - - -		12	
1 nest trunks - - - -		30	
2 rugs - - - - -	4	8	
12 coils, 10-00-14 lbs., grass rope - -	20	202 6½	
			252 6½
			$19,888 2½
At Callao by Capt. Andrews.			
1 dining set china - - - - -		28	
1 tea set china - - - - -		5	
			33
			$19,921 2½
Commissions charged by Alsop, Crider & Co., on $19,635 50			
at 5 per cent. - - - - - -			981 6
			$18,939 4½
If $96,878 76 pays $18,939 56, what will $23,231 26 pay—			
Answer - - - - -		$4,541 58½	
$73,647 50 pays - - - -		14,397 98½	
		$18,939 56	

No. 89.

Disbursements ship Superior at Valparaiso, October, 1826.

Boat hire paid by H. Mathewson at different times, October, 1826	$8 25	
Boat hire paid by E. Andrews - - - - -	7	
Board and lodging at Valparaiso - - - -	20 87	
2 ship's manifest - - - - - -	8	
Paid exchange 140 patriot ozes for Spanish - - -	6 37	
		$50 49
Capt. Andrews one-fourth - - - - -	12 62	
H. Mathewson three-fourths - - - - -	37 86	
		50 49

No. 90.

Freight list for ship Superior from Canton to South America, October, 1826.

1018 bars of iron, 32 tons, 423 lbs., at $25 ton - - -	$805	
Primage, 5 per cent., $40-25 paid Captain Andrews, Thomas F.		
Forbes' goods - - - - - -	518 25	
Augustus A. Russell's goods - - - - -	171	
		$1,494 25

The other goods on freight were left with Alsop, Wetmore & Co., to dispose of, with their invoices and agreements for freight, and requested by me to settle the same, and remit the freight money to the freighters of the ship at Providence.

NOTE.—One-fourth of the above sum of $1,494 25 was received by Capt. Andrews for the fourth part of the ship not chartered, and was by him retained accordingly.

No. 91.

Invoice of specie, $20,000, shipped E. Carrington & Co. and Cyrus Butler, by ship Superior, Capt. E. Andrews, Dec'r 16, 1826.

20 bags, $1,000 E., patriot dollars		$20,000
CHARGES.		
Export duty, 5 per cent.	$1,000	
20 bags, 4 reals E.	10	
Boxes, hides, nails, labor, &c.	23 2½	
Carriage to Callao	6 6½	
Stamp paper	7	
Labor at Callao	1	
		1,042
		$21,042

No. 92.

Invoice of 10 boxes, containing $30,000, shipped by Henry Mathewson on board ship Portia, Lemuel C. Tripp, master, on account of the owners of ship Mercury, Jan. 15, 1827.

10 boxes, 20,000 patriot dollars	$20,000	
10,000 Spanish do	10,000	
		$30,000
CHARGES.		
Export duty, 5 per cent.	1,500	
Premium on $10,000, at 1½ per cent.	150	
On $10,000 patriot, ½ per cent.	50	
Porterage collecting dollars for gold	7 4	
30 bags, 4 rials	15	
10 boxes and labor, $3 1	31 2	
Stamp paper	4	
Carriage to Callao	10	
Labor in Callao	1 2	
		1,765 4
		$31,765 4

No. 93.

Sales at Lima, Dec., 1825, of sundries, on account of the owners of ship Mercury, cargo from China.

[M]			
263, 264	2 cases, 48 pieces, levantine	$1,116 6½	
	31 crape dresses, at $6 6	209 2	
	23 dressing cases	28 6	
	6 boxes hats	550	
	21 kegs tobacco	561 3	
	1 case slippers	36 2	
			$2,502 3½

No. 93—Continued.

	CHARGES.		
	Storage and watching at Chorillos - - -	$2 4	
	Carriage from Chorillos to custom-house, &c. -	3	
	Storage at custom-house, Lima - - -	4	
	Freight from Guayaquil - - - -	14	
	Storage at Lima, 1 per cent. - - -	25	
	Port agency half per cent. - - -	12 4	
	Average duty, 35 per cent. - - -	315	
	Commissions 5 per cent., Alsop, Wetmore & Co. -	125	
			$697 4
			$1,804 7½

No. 94.

Invoice of copper shipped by Henry Mathewson, at Valparaiso, February, 1827, on account of the owners of ship Mercury.

1827.	176 pigs copper, 333 quintals, 91 pounds, $13 - - -		$4,301 6½
	CHARGES.		
	Peans, weighing in store and custom-house -	$6 2	
	Carting to beach - - - - - -	6 2	
	Peans, embarking - - - - - -	7 2½	
	2 launches - - - - - -	12	
	Policy - - - - - - -	2	
	Storage, 1 real quintal - - - -	41 6	
	Custom-house duty on 299 quintals, $2, $599 7, less 10 per cent. for cash, $59 7 - - -	540	
	Commissions 2 1-2 per cent. - - -	122 7	
			738 3½
	VALPARAISO, 17*th Feb.*, 1827, Signed, ALSOP, WETMORE & CRIDER.		$5,040 2

No. 95.

Owners of ship Mercury, Dr.

1827.	To my passage in ship Portia, for N. York, Jan., 1827	$150	
	Stores for passage - - - - -	100	
	Board at Valparaiso, February, 1827 - -	80	
	Board and horse hire at Coquimbo - - -	35	
	Expenses at *Huores*, March, 1827 - - -	17	
	Paid Captain Lemuel C. Tripp for stopping at Valparaiso, February, 1827, for me to settle my voyages of Superior - - - - -	79 1	
			$411 1

No. 96.

The owners of ship Mercury in account with Henry Mathewson.

1826.	Dr.		
October.	To three-fourths of $50 49, Superior's disbursements at Valparaiso, October, 1826, per bill	$37	7
	To 12 dozen beer at Valparaiso, for stores	30	
	To cash paid Captain E. Andrews, at Lima, Nov. 8, 1826, for freight of ship Superior to China and back to Lima, 1826	12,750	
	To three-fourths of $133 37, Superior's disbursements at Lima, November, 1826	100	0¼
	To amount invoice of specie shipped, Edward Carrington & Co. and Cyrus Butler, esq., December 16, 1826, by ship Superior, Captain E. Andrews, for Providence, R. I.	21,042	
	To board and house rent at Lima, from November 1st, 1826, to January 7, 1827	105	5
	To amount invoice specie shipped, Edward Carrington & Co. and Cyrus Butler, esq., by ship Perica, Lemuel C. Tripp, master, January 15, 1827, and bound for New York	31,765	4
	To three-fourths of $53 12, expenses of transhipping sundry goods from Superior to other ships at Callao, Dec., 1826	39	6¾
	To amount sundries charged by Alsop, Wetmore & Co., August 1826, per bill	167	7½
	To amount invoice of copper shipped on board ship Perica, Lemuel C. Tripp master, at Valparaiso, Feb. 17, 1827	5,040	2
	To my passing from Lima to New York, and expenses stopping at Valparaiso in ship Perica, February, 1827, per bill	411	1
	To your three-fourths of $8,381, interest, &c. charged by Alsop, Wetmore and Cryder, on money advanced at Valparaiso, October 14, 1826, on account of goods sold from ship Superior from China, October 14, 1826	285	6
	To cash delivered Alsop, Wetmore & Co., October 24, 1826, at Lima, on John Heath's draft on G. Parker, Lima, pay 20 days sight	2,810	
	To cash delivered Alsop, Wetmore & Co., October 24, 1826, in Alsop, Wetmore, and Cryder's draft on Alsop, Wetmore & Co., Lima, pay 10 days sight	3,000	
	To cash, credited you November 26, 1825, received of Alsop, Wetmore & Co., in advance on goods left with them for sale from ship Mercury's cargo, November, 1826	400	
	To wages from the 18th October, 1820, to June 1, 1827, equal 79 months and 12 days, at $50 per month	3,970	
	To this amount, per agreement, attending to ship's business in Europe, 1820 and 1821	700	
	To commissions on $54,000, amount of specie returned owners of Mercury, from 1823 to June, 1827, at 5 per cent.	2,700	
		$85,355	4½
	Cr.		
	By your proportion of $18,906 4½, amount sales of sundries from ship Superior's cargo, at Valparaiso, October 14, 1826	$14,372	7
	By net amount sales of 9 pieces black satin, from box D ‡ 10, at Valparaiso, October, 1826	213	6
	By net amount sales at Lima, December, 1825, of sundries belonging to ship Mercury's cargo from China, 1825	1,804	7½
	By cash received of Alsop, Wetmore & Co. January, 1827, on account of the loss in weight of pina, purchased of them November, 1825	363	3
	By cash received of Alsop, Wetmore & Co. January, 1827, for charges on goods by maropa on shore, when the goods were sold on board	117	3

No. 96—Continued.

By amount invoice of specie received of Alsop, Wetmore & Co. at Lima, on account sales of goods from ship Superior's cargo, from China	$21,042	
By amount invoice of specie received of Alsop, Wetmore & Co. at Lima, January 15, 1827, on account sales goods from ship Superior's cargo, from China	31,765	4
By three-fourths of $805, freight of iron in ship Superior, from Manilla to Chili, October, 1826	603	6
By my order on Alsop, Wetmore & Co., at Lima, November 8, 1826, in favor of Captain E. Andrews, pay at sight	3,866	
By my draft on Alsop, Wetmore & Co., at Lima, in favor of Alsop, Wetmore & Cryder, February 16, 1827, pay 10 days sight	10,000	
By three-fourth ship Superior's freight list from Canton to Lima, December, 1826	516	7½
By your proportion of $33, sales of 2 boxes china at Callao, December, 1826	25	0¾
By sales 31 counterfeit dollars at Lima, December, 1826, returned as bad at Canton, June, 1826	5	
By my proportion of $9,512, freight of ship Superior from Lima to Chili and back to Peru, 1826—		
Owner's of Mercury's funds $73,647		
My funds to pay 18,000		
$91,647		
If $91,647 pay $9,512, $18,000 must pay	1,868	
	$86,564	4¾

No. 97.

Sales by Alsop, Wetmore & Co., at Lima, 1826, of sundries, cargo of Superior.

1826, Nov. 2		To Albon—			
[S] ‡ 16 a 31	16				
33 a 89	57				
206 a 242	37				
	—	109 cases shawls, 5450		$5	$27,250
141 a 146	6				
183 a 185	3				
	—	9 cases sarsenets, 7,286 2-3 v. 7 reals			6,288 3
177 a 182	6				
97 a 100	4				
	—	10 cases larga de manto, 8,125 v.		1	8,125
257 a 266		10 cases dresses, 500, at		12	6,000
125 a 140		16 cases handkerchiefs, 400 pieces, at		13	5,200
101 a 124	24				
186 a 205	20				
283 a 285	3				
	—	47 cases crossbarred handkerchiefs, 1,175 ps.		18	21,150
253 a 254	2				
253 a 254	2				
	—	4 cases scarfs, 200		10	2,000
167 a 174	8				
153 a 156	4				
	—	12 cases colored *sattons*, 8,025 v., 15 1-2 reals			15,548 3½

No. 97—Continued.

157 a 160	4			
175 a 176	2			
	— 6 cases stripe *satton*, 3,842 1-2 v., 20 reals - -			$9,606 2
	7 cases levantine, 5,362 1-2 v., 9 reals - - -			6,032 6½
90 a 96	8 cases crapes, 200 pieces - - -	$8		1,600
243 a 250	6 cases dresses, 300 dresses - - -	6		1,800
10 a 15				
				$110,600 7
	Allowed for goods spotted.			
	9 cases sarsenets, 1,992 2-3 v., 3 reals -	747 2		
	12 cases satins, 2,247 v., 6 reals - -	1,685 2		
	7 cases levantines, 1,495 v., 4 reals -	747 4		
				3,180
				$107,420 7
	To Larrainzo, 4 ms. on board—			
5 a 9	5 cases layd saga, 500 pieces - - -	$14 62		7,406 2
267 a 276	10 cases do. 250 pieces - - -	17 4½		4,398 3½
	Mago, 4 ms. Lima—			
3 a 362	2 cases gauze dresses, 85 dresses - -	12		1,020
	Swilla, 2 ms. on board—			
4	1 case gauze dresses, 40 dresses - -	12		484
	Carried forward -			$120,729 4½
	Amount brought forward -			$120,729 4½
[S]	146 cases ware, 14,906 1-2 - - -	$66		9,838 2
162, 163, 267	3 cases shawls, 150 shawls - - -	18		2,700
279	1 case do. 50 shawls - - -	22		1,100
161	1 case scarfs, 19 - - - -	22 4		427 4
	44 1-2 rolls matting, 1,201 v., 12 reals -		-	1,801 4
2	1 case sarsenets, 25 pieces - - -		-	588
82 a 231	150			
	2			
	— 152 cases china, 2 broken - -	5 4		836
232 a 240	9 cases china ware - - - -	25		225
247 a 275	17 cases china - - - -	14		238
	1 nest trunks - - - -		-	28
	1 dining set china - - - -		-	35
497, 499, 500	3 boxes combs, 150 - - -	9		1,350
	6 sets clothes baskets - - -	30		180
	19 nests trunks - - - -	33		627
654, 655	2 cases table mats, 50 - - -	3		150
	8 chests rugs, 392, 21 reals - - -		-	1,029
	8 cases yellow nankeen, 200 pieces -		-	212 4
	6 lots chairs - - - -	34		204
25, 26	2 cases fireworks - - - -	30		60
	280 p. nankeen pantaloons - - -	1 4		570
	188 p. nankeen pantaloons - - -	1 4		282
	200 blue shirts - - - -	1 4		300
	140 grass shirts - - - -	3 4		490
327	1 case handkerchiefs, 25 pieces - -	21		525
	63 cases blue nankeen, 3,150 pieces -	1 5		5,118 6
	69 cases blue nankeen, 3,450 pieces -	1 4		5,175
	56 cases blue nankeen, 2,800 pieces -		-	3,590
	10 boxes china dining sets - - -	30		300
	10 boxes china plates - - -	17		170
164	1 case damask *saton*, 25 pieces - -	39		975
661, 662	2 boxes vermillion, 120 - - -	1 4		180

No. 97—Continued.

	2 wash stands - - - - $30	$60	
650, 653	4 boxes flowers - - - - - -	343	6
51 a 53	5 cases sky-rockets - - - - -	206	
	148 boxes tea - - - - - - -	4,365	
	12 boxes tea - - - - - - -	300	
	2 chests caps - - - - - - -	200	3
	13 writing desks - - - - - -	237	4
		$165,747	5½
[S]	Amount brought forward, -	$165,747	5½
280 a 281	2 cases handkerchiefs, 40 pieces, $22 - - -	880	
	6 boxes crackers, $17 4 - - - -	105	
	9 boxes crackers - - - - -	221	
	50 velvet vests, $45 dozen - - - -	187	4
	49 coils rigging - - - - - -	945	3½
		$168,086	5

CHARGES.

Expense on goods in Callao - -	$470	2
Carriage from Callao - - -	445	2½
Storage in custom-house, Lima, labor, &c.	67	5
Allowed Rodugo & Co. for damage -	24	
Allowed Shana for damage on trunks -	32	
Allowed Albon, for handkerchiefs in place of scarfs in box ‡ 253 [S] loss - -	336	
Expense on goods sold by Mathewson or Andrews on board, per account annexed -	77	
Duties at custom-house, not annexed -	23,501	6
Stamp paper, $7 4; gratification, $90 -	97	
Port agency 1-2 per cent., $168,086 5 -	840	3½
Storage 1 per cent. on $15,823 4 - -	158	2
Commissions 5 per cent., $168,086 5 -	8,404	2
	$34,454	3
Net sales - - -	$133,632	2

LIMA, *Dec.* 1, 1827.
Signed, ALSOP, WETMORE & Co.

Outstanding—Abon - - -	$600	
Junk - - -	200	
Juznran - - -	187	4
Villa - - - -	880	
To account owners Superior - - - -	32,044	5
E. Carrington & Co., C. Butler & H. Mathewson - -	101,587	5
	$133,632	2

No. 58.

Sales by Alsop, Wetmore & Co., at Lima, 1829, of sundries, cargo of ship Superior, 1826.

1829.		
December 20	**SUNDRIES RETAILED.**	
[S] 165	1 case, 16 embroidered shawls – – – –	$1,052
1	1 " 25 pieces black hdks. – – – –	350
328	1 " 25 pieces hdks., $18 – – – –	450
	200 nankeen jackets $18 doz. – – – –	450
147	1 case black ribbon, at auction – – – –	173
163 a 164	2 " 20 ladies work boxes – – – –	102 5
56 a 61	220 half reams China paper – – – –	93
	22 boxes china, at auction – – – –	292
	11 boxes china do – – – –	103 5
	36 bed spreads, retailed – – – –	511 6
	9 empty chests – – – – – –	27
	7 writing desks, at auction – – – –	73 3
251 a 252	2 cases, 200 4-4 crape hdks. " – – – –	161 2
166	1 " 6 crape dresses " – – – –	232 4
282	1 " 50 gauze dresses, $5 " – – – –	250
	3 bars iron " – – – –	12 7
		$4,335

CHARGES.

C. House storage and sealed paper, [S] 282, case dresses, and 3 bars iron – – –	$9 2	
Cartage to store and auction – – –	4 4	
Duty on dresses $150; 30 per cent. – –	45 0	
Iron, 6-6.		
Add duty by C. House on 6 cases China paper, per note – – – – –	123 1½	
Expenses and duty on ribbon – – –	63 4	
Storage, 1 per cent, on $4,335 – – –	43 2	
Port agency, half per cent. – – –	21 5	
Commissions, 5 per cent. – – –	216 6	
		$529 2½
		$3,805 7½

E. & O. excepted.
(Signed.) ALSOP, WETMORE & CO.
LIMA, 31 *July*, 1829.

Due on shawls sold, sundries.
Juan B. Messia $54.

On account owners ship Mercury – –	$2,893 2	
On account owners ship Superior – –	912 5½	
	$3,805 7½	

MEMORANDUM OF GOODS BY SUPERIOR.

Trunk	22 nests manifest.
	20 in sales.
Cambridge	1 } 2 to be accounted for.
Mathewson	1 }
Lot chairs	6 only received.
Shell combs	2 gratification.
Bed spreads	36 P. manifest.
China ware	1 box entirely broken.

No. 98—Continued.

Clothes baskets	14 sets in manifest. 6 in sales.	
	8 short.	
Cambridge	5	
Mathewson	1	
Not landed	2	
	8 to be accounted for.	
Shirts	144 manifest.	
	140 sales.	
	4 not received.	
Riga	Not landed.	
Rugs	Some small, two for one.	

No. 99.

Owners of ship Mercury in account current with Alsop, Wetmore & Co.

1827.	Dr.			
Decem. 8	To James Cooly, esq., sett of exchange on Baring, Brothers, & Co., of London, for £300 sterling, at 48 *d.* per dollar – – – – –			$1,500
	M. Kean Buchanan, set of exchange on Secretary of the Navy – – – – –		$5,000	
	Premium 6 per cent. – – –		300	
				5,300
January 31	Wm. Tudor's bill on the Secretary of State –		4,500	
	Premium 6 per cent. – – –		270	
				4,770
1829.				
July 31	Amount of bad debts on sales of Superior, your proportion:			
	Samuel Jesak – – – –		268 5	
	Pable Juzman – – – –		114 1	
	Juan B. Mofia – – – –		41 1	
				423 7
Nov. 23	Andrew Armstrong, bill on Secretary of the Navy		6,000	
	Premium 5 per cent. – – –		300	
				6,300
Dec. 15	Invoice of dels. in Florida – – – –			5,319 3½
				$23,613 2½
1827.	Cr.			
Dec. 1	By balance, per account rendered – – –			$19,486 0½
1829.				
July 31	Your proportion of net sales rendered, $3,805 7½ – –			2,893 2
	Your proportion of net sales of 104 boxes fire crackers, $591, is – – – – –			449 3
	Your proportion of net sales of 5 cases black silk ribbons, $1,032 – – – –			784 5
				$23,613 2½

E. and O. E.

(Signed.) ALSOP, WETMORE & CO.

Lima, *December* 15, 1829.

No. 100.

Owners of ship Mercury in account current with Alsop, Wetmore & Co.

1826.		Dr.		
Dec. 20	To invoice of dollars, per Superior			$21,042
1827.				
January 13	To invoice of dollars, per Portia			31,765 4
March 13	Cash paid Captain Mathewson's draft			10,000
June 9	Invoice of plata pina, per Peacock			6,874 1
Sept. 20	Invoice of pina and gold, per Chesapeake			12,419 7½
Dec. 1	Balance			19,486 0½
				$101,587 5
1828.				
January 15	To W. Tudor, bill on Henry Clay, Washington, at 30 days, for	$4,500		
	Premium 6 per cent.	270		
			$4,770	
Dec. 8	James Cooley's bill of exchange on Baring, Brothers & Co., London, £300, at 48 pence		1,500	
	M. Kean Buchanan's bill on the Secretary of the Navy, Washington city, for	$5,000		
	Premium 6 per cent.	300		
			5,300	
	Balance to new account		7,916	
			$19,486 0½	
1827.		Cr.		
Dec. 1	By balance, as per account of this date			$101,587 5
1827.				
Dec. 1	By balance per contra			$19,486 0½

E. and O. E.

(Signed.) ALSOP, WETMORE & CO.

Lima, 1*st December*, 1829.

No. 102.

Sales at Guayaquil of sundries, on account of the cargo of ship Mercury, from Canton, by Barlett and Sweet, October, 1826.

1826.					
October 31	Cash,	2 grass cloth shirts		$8	
		2 trunks		12	
		1 sofa		34	
		4 grass cloth shirts		16	
		1 piece grass cloth hdkfs.		15	
		1 piece grass cloth hdkfs.		16	
		18 pieces grass cloth clothing		45	
		1 piece grass cloth hdkfs.		15	
	To J. Simpson	250 pieces grass cloth clothing		432	
		20 pieces grass cloth hdkfs.		240	
		1 piece grass cloth hdkfs.		15	
		3 pieces grass cloth hdkfs., $13		39	
					$887

No. 102—Continued.

CHARGES.			
Paid labor – – – –		$1 1	
Storage one per cent. – – –		8 7	
Commissions 4 per cent. – –		35 4	
			45 50
			$841 50
Freight to New York, March, 1830, in ship Florida, at 1½ per cent. – – – –		$12 61	
Export duty at Lima 5 per cent. – – –		42 05	
Premium 1 per cent. – – – –		8 41	
Bag, box, transportation, &c. – – –		1 43	
			64 50
			$777 00

No. 106.

The owners of ship Mercury in account current with H. Mathewson.

DR.		
To error in credit of my draft on Alsop, Wetmore & Co. at Lima, N. 8, 1826, in favor of E. Andrews – – – –	–	$3,866 00
To my commissions on returns of Superior's cargo and money remitted to Thomas Dickerson, London – – –	$124,623	
Less commissions before charged on a 5 pr. cent. –	54,000	
	70,623	3,531 15
To my one-tenth of $1,881 to pay H. Mathewson his wages the first voyage to Gibraltar, 1822 – – – –	188 10	
To interest on $1,480 from the 19th November, 1822, to May 28, 1827, balance due me for wages at Gibraltar the 19th November, 1822, being 4 years, 6 m. and 9 days – – –	401 82	
Interest on $5,668 05, balance due me for wages and commissions the 19th March, 1826, to 28th May, 1827, 1 y. 2 m. and 9 days – – – – – –	405 29	
Export duty at Lima, January, 1827, on $9,356 78 a 5 per cent.	467 83	
Freight of $9,356 from Lima to New York, January, 1827, –	140 34	
		1,603 38
My one-tenth of $35,089 68, profits of the voyage – –	–	3,508 96
Cash paid Alsop, Wetmore & Co. for the attorney in the suit of E. Lynch, Jan. 1827 – – – – – –	21 25	
Cash paid attorney, January 17, 1827 – – – –	51 50	
Cash paid attorney, June 30, 1827 – – – –	25	
		97 75
3 bars of iron in Superior's sales at Lima, 1827, by me paid for to Baritto in his sales at Lima, Nov. 1826 – – –	–	12 00
To 87 muskets over credited you in sales at Lima, 1822, a $8 50	739 50	
To error in credit of gain on purchase of goods at Lima, April, 1822, unauthorized by you so to do, and in which no part of your funds were made use of, and which you never justified me in doing, though requested so to do or not, by my letter of the 10th May, 1822 – – – – – –	4,754 50	
		5,494 00
Over –	–	$18,113 24

No. 106—Continued.

To amount brought forward – – – –	–	$18,113 24
To this amount you received of Eben. Jencks, 1823, being a profit made on goods which I purchased, shipped by the brig Thetis for Guayaquil in April, 1822, not authorized by you so to do, and which you never justified me in doing, although requested by me to do or not, in my letter of the 10th May, 1822 –		1,700
To cash delivered Edward Carrington & Co. at Providence by my wife the 6th May, 1823, per their *receit* of that date –	2,000	
Interest on $2,000 from May 6, 1823, to May 6, 1830, 7 years –	840	
		2,840
		22,653 24
‡ Amount of duties saved by my personal risk and unauthorized on $28,000, shipped at Valparaiso, gold, 5 per cent. – –	1,400	
Do. do. on $28,000 shipped at Mazatlan, silver, 7½ per cent.	2,100	
		3,500
		$26,153 24

Cr.

By balance of account rendered June, 1827 – – –	–	$1,209 03
By balance of account stated Nov. 26, 1825 – – –	$470 56	
By sales of sundries to crew for account, Sept. 1825 – –	202 45	
		673 01
By amount sales of sundries at Guayaquil, 1826, by Bartlett and Sweet, being part of the Mercury cargo from Canton, June, 1825, the proceeds of which came into my hands the latter part of March, 1830, by ship Florida – – – –		777
By error in charge of John Heath's draft on G. Parker at Lima, Oct. 1826 – – – – – – – –	2,810	
By error in charge of Alsop, Wetmore & Cryder's draft on Alsop, Wetmore & Co. at Lima, October, 1826 – – –	3,000	
		5,810
By error in short credit of sales 2 pipes wine at Lima, Decem. 1823, $60 e. – – – – – – – –	120	
By error in freight of *spetia* from Ariker to Lima, 1823, not credited – – – – – –	143 12	
By error in freight 1 hhd. tobacco from Lima to Ariker, Oct. 1823 – – – – – – – –	16	
By freight of 12 small swords from Bremen to Lima, 1821 –	3	
By freight of 45 kegs lard from Gibraltar to Lima, July, 1823, –	25	
By freight of clothes, with Ben. James, from Gibraltar to Lima, July, 1823 – – – – – – – –	6	
By freight of 50 boxes segars from Rio de Janeiro to Lima, July, 1823, a 12 cts. – – – – – –	6	
		319 12
Carried forward, –	–	$8,778 16
By amount brought forward – – – –	–	$8,778 16
By money received of you at different times by my wife –	–	

(*a.*)—*Copy of letter.*

GUAYAQUIL, 16*th August*, 1825.

Messrs. E. CARRINGTON & Co.
CYRUS BUTLER, esq.

GENTLEMEN: I have this day received a few lines from Alsop and Wetmore, dated 30th ult., advising that they had sold the goods I shipped them on board as follows:

2500 pieces nankeens, $1,
7500 pieces do 6½ reals,
short pieces,
Crape shawls $6,
Satin 12 g. 13 reals per yard,
Crapes $
Crossbarred handkerchiefs $15.

They also advise me that the ship Superior, belonging to you, is now at the port of Lima, for freight or charter. If I can get this ship at a fair charter, I shall return back to Canton by the way of Manilla, with the intention of returning to this coast again, as I feel confident that a good voyage may be made in this route; the particulars of such a voyage I will write you from Lima, if I can get the ship; if not, shall return home as soon as possible. I am now only waiting for an opportunity for Lima; the steamboat is the first, which is to sail on the 30th inst.; on board of her I shall put what goods I have unsold, and proceed with them for Lima. My sales at this place now amount to about fifty thousand dollars; have goods unsold to forty thousand, which will, no doubt, meet with a ready sale at Lima, so that I am in hopes to have but little detention at that place. I shall send you the protest account of average loss, with all other accounts, relating to the average of ship Mercury from Lima, in case I return to China, and should I take up the ship Superior I expect to have the same interest in the voyage as I had in the Mercury, and wish you to keep my property constantly insured. I have had no letters from you since I left Gibraltar.

Your obt. st.

HENRY MATHEWSON.

(*b*)

LIMA, 16*th November*, 1825.

Messrs. E. CARRINGTON & Co.,
CYRUS BUTLER, esq.:

GENTLEMEN: I wrote you on the 10th instant, via Panama, advising you of the explosion which took place on board the steamboat Pillica, by which I lost ten thousand dollars in gold—this being the proceeds of goods sold at Guayaquil. I cannot say what proportion of the loss will fall on the owners of the Mercury, as all my papers relating to the business at Guayaquil were blown up. I, however, think that about two-thirds of the loss will fall on the owners. The villain who set fire to the powder has some property at Guayaquil, which I have requested Messrs. Bartlett & Sweet to attach, and have sent them power of attorney, to act in my behalf. I have chartered three-fourths of ship Superior, Captain Andrews, for a voyage to Canton, via Manilla, and back to this coast. Copy of the charter party you have enclosed, which I hope will be satisfactory to you. I expect to have the same interest in the charter

of this ship as I had on the former voyage in ship Mercury, and wish you to keep my interest insured; the policy will be security for what I may owe you. I think I shall have from seventy to eighty thousand dollars on the owners' account this voyage, but shall not be able to send you the account until my arrival at Manilla, on account of the loss of my papers, copy of which I shall have to touch at Parta for.

I hope to be on this coast again in nine months from the time I leave it, at which time, if you will have a good ship here for me, I will return one or more times to China, and, with the information I now have of the coast, I think I must do well. A ship 250 tons, fast sailer, and good accommodations, with six guns, is the ship for this trade. Have not received any letters from you since I left Gibraltar. I here send you disbursements, account sales, and statement of account at Canton, with an account of money advanced crew.

(*d*)

PROVIDENCE, *July 10th*, 1826.

Capt. HENRY MATHEWSON:

DEAR SIR: We have duly received your several letters down to 5th December last, dated at Pita, then on the eve of sailing for Canton, in the Superior. The voyage to Canton at that time, no doubt, looked very favorable, but the prospect since has very much changed. Large quantities of China and French silks have gone from this country, and will have arrived out and be in the market before you possibly can get back, which is sufficient to entirely glut the market; besides, we have reason to believe large quantities have gone from France and Germany. We fear you will find it difficult to make sales, even at saving prices. You will, to be sure, have some advantages by selecting colors, patterns, qualities, &c., suited to that market, over those that go from this country, as many of the goods gone from hence are bad patterns, and generally are of the description to be totally unsaleable, and yet *to* have the effect to reduce prices on other goods. The great quantities of goods of every description of patterns and qualities, gone from this country, England, France, and Germany, of silk and cotton goods, *as* completely *to* overstock the market, and great sacrifices must be made. The French manufactures of silk and cotton goods are so very beautiful and cheap, they will interfere with China silks, and in time *to* run the China silks out altogether.

Under all these circumstances, we have thought it not advisable to send out a vessel to you, but that you should return home, with all the funds you can raise out of the cargo. We think the time not far distant when business will get neglected on that coast, and many will withdraw from the trade, from necessity, and some from inclinations, so as to leave prospects for a fair business. Your in-

formation and experience will give you advantages over many others, and we shall be willing, as soon as the times will justify it, to purchase or build for you a suitable vessel for that trade. You must want to return to see your family and friends, and get a little rest; and we want to see you, to get all the information about business in that country, what articles will likely do best, and be making preparations for a new expedition, under such circumstances as we trust will almost ensure us success.

Captain Andrews has instructions from his owners to make immediate sales of their property, as far as it can be done to advantage, and leave the remainder with Messrs. Alsop, Wetmore & Co., and take an advance to the probable net proceeds, and invest the same in copper, plata pina, dollars, block tin, as he and Mr. Wetmore may judge most for the interest of the concern, and take what freight may offer, and return immediately to this place. By this conveyance we wish you to ship as much of our property in your hands as you can realize in the same articles as is shipped for the owners of the Superior, and take passage yourself, if possible. On your arrival at Lima, we recommend your selling what goods you can to advantage, and leave what goods you cannot sell with Messrs. Alsop, Wetmore & Co. for sale, for our account, and take what advance you can get, and ship it by the Superior. Should you be detained any longer than the Superior, then make an effort to send as large amount by her as you can raise, and ship by other good vessels to this place, Boston, or New York, as soon as you possibly can, until the whole is remitted. You must be aware that the interest of money on so large a sum is great, and ought to be got home without loss of time. We have no expectations, even if the markets are pretty good, that you could make clean sales, and close off all your business, without taking up too much of your time, although it would be very desirable to do so. We have great confidence in the integrity and responsibility of Alsop, Wetmore & Co., and we shall have entire confidence in their judgment and management in the sales. We are the more desirous you should leave with them what goods you cannot readily dispose of to advantage, and take your passage and come home in the Superior; your family are desirous to have you return, and we think you must want to come home, having been absent so long, and we want to see you, and we think we can form some plan and make such arrangements for another expedition, as almost to ensure us success. The plan [which] now suggests itself to us is, to get a suitable vessel, and take such cargo from here as may be advisable, and make up the remainder of the funds at Lima by drawing on London, thence to China, &c. In this way we obtain our funds at favorable exchange, and make a great saving in interest. And it will be necessary to send home all the funds you have in of the articles enumerated above, as you think will give some profits.

We regret the loss you met with in the steamboat—it was fortunate you was on shore at that moment. We trust, however, our

loss will be small, as it would probably be divided among the several shippers. The average loss on the Mercury you will doubtless settle in Canton. We can see no good advantage in your remaining in Lima any longer than will be necessary for the ship Superior to remain. Messrs. Alsop, Wetmore & Co. can do better with the goods by taking them on shore, and sell them as opportunity may offer; and such articles as will sell better in Chili, or the intermediate ports, they can send them by coasters at much less expense than you can run a hired ship, and then they can only send them when they know the markets will justify.

We know, by experience, that money cannot be made trading on that coast to China in a hired ship; money can only be made in a suitable ship, proper size, and navigated at small expense, and owned by ourselves. We are the more desirous you should return without loss of time, with as much money as you can raise, that we may have the benefit of your advice and recommendation for a new adventure. You must stipulate with Captain Andrews for the lowest rate of freight home; times are dull here, and you must make all the savings possible. Our ship Fame brought copper from Coquimbo for Mr. Jencks and others, at twenty dollars the ton of 2240 lbs. The present price of copper in this country is sixteen cents, and will not likely go higher than seventeen cents in any event. There is a large quantity in the country, and it is known that large quantities are on the way from Chili. There has been large shipments of copper from New York to Canton this year, which will tend to reduce prices in that market. Notwithstanding these shipments, prices here do not advance; plata pina, if fine, good, and free from dirt, &c., will nett at our mint 9¼ dollars, and so in proportion as the quality is. Nine dollars [and] twenty-eight cents the mark is the most we ever sold at. There is great loss on gold; old silver will bring about cost; Spanish milled dollars, par; patriot dollars will not pass. Block tin is worth fourteen cents, and is not likely to vary much; we therefore think it will not do to pay for copper over fifteen dollars the quintal, all charges, on board. It appears to us at present that pina promises the best remittance. We should rely much on the opinion of Mr. Wetmore, and should recommend your advising with him; and whatever you and they think will make the best remittance, we shall be satisfied. Copper, silver and tin pay no duty; cocoa will not answer here—it is a dull article, and will not bring cost and duties. It appears, therefore, that copper and pina *is* the only articles that will answer, unless block tin can be had at twelve cents; at this cost we think it will answer.

Your family and friends are well.

We are your friends,

(Copy signed) CYRUS BUTLER,
EDW'D CARRINGTON & Co.

[Rec. lxxxiii, J. T. 1843.]—22

Should the freight of copper be higher than twenty dollars the ton, it ought to be purchased as much lower, to insure the cost in this country; but we cannot suppose freight will be higher there, being so many vessels there that will be glad to take it at any moderate freight. It must depend on the cost and freight of copper, whether to bring it in preference to plata pina and Spanish dollars.

(C. S.) C. BUTLER,
E. C. & Co.

(*e*)—(Copy.)

DEAR MADAM: I do not understand, by our agreement with Captain Mathewson, that we are to advance for his account after his voyage was ended; but we will see Mr. Butler, and have some conversation with him, and let you know.

Respectfully yours,
E. CARRINGTON & Co.

Monday morning.

Superscribed: MRS. MATHEWSON.

No. 107.

Owners of ship Mercury in account current with Henry Mathewson.

Dr.		
To freight from Lima to Canton, on $73,371 18, in ship Superior, November, 1825, *a* 1½ per ct.	$1,100 56	
To loss on sales of pina and gold, at Canton, March, 1826	1,824 44	
My wages from the 19th November, 1822, to 19th November, 1825, 36 mo., $50	1,800	
		$4,725 00
Balance due me for wages at Gibraltar, Nov. 18, 1822	1,480	
Interest on $1,480, from the 19th November, 1822, to 19th March, 1826, 3 y. 4 mo.	296	
		1,776
My one-tenth of $1,776, to pay H. Mathewson for wages at Canton, March 19, 1826	177 60	
My commissions on $70,446 18, nett proceeds of ship money and cargo, at Canton, March 19, 1826, *a* 5 pr. ct.	3,522 30	
		3,699 90
		10,200 90
To balance to new account, March 19, 1826		63,170 28
		73,371 18
To cash remitted by the Superior, December, 1826	20,000	
Cash remitted by the Portia, January, 1827	30,000	
Invoice of copper, by Portia, January, 1827	5,040 25	
		55,040 25
Invoice of *spetia* by the Peacock, January, 1827, remitted by Alsop, Wetmore & Co., Lima	16,874 2	

No. 107—Continued.

Invoice of *specie* by the Chesapeake, Sept. 1827, remitted by Alsop, Wetmore & Co., Lima - - -	$12,419 94	
	19,240 6	
Less, export duty on $19,240, *a* 5 pr. ct. - - -	964 70	
		$18,329 36
Draft on Baring, Brothers & Co., London, December 8, 1827, remitted by Alsop, Wetmore & Co., Lima, for -	-	1,500
Carried forward - -	-	$74,869 61
To amount brought forward -	-	$74,869 61
M. Kean's set of exchange on the Secretary of the Navy, December 8, 1827, remitted by Alsop & Co., Lima -	5,000	
Wm. Tudor's bill on the Secretary of State, January 19, 1829, remitted by Alsop, Wetmore & Co., Lima -	4,500	
Andrew Armstrong, bill on the Secretary of the Navy, December 15, 1829, remitted by Alsop, Wetmore & Co., Lima - - - - - - - -	6,000	
		15,500
Invoice of dollars in Florida De. 50, 1829, remitted by Alsop, Wetmore & Co., Lima - - - -	5,319 43	
Less, export duty on $5,319 43, *a* 5 pr. ct. - -	265 97	
		5,053 47
		95,423 08
To balance of account due - - - - -	-	$27,736 14
Cr.		
By cash received at Lima, November 28, 1825, being the net proceeds of the ship Mercury and cargo, at Lima, 1826, in gold, pina, and dollars - - -	-	73,371 18
		73,371 18
By balance of account due March 19, 1826 - -	63,170 28	
" interest on $63,170 28, from 19th March, 1826, to 28th May, 1827, 1 y. 2 m. and 9 days - -	4,516 66	
		67,686 94
Carried forward - -	-	67,686 94
By amount brought forward -	-	67,686 94
By balance to new account, May 28, 1827 - -	-	27,736 14
		$95,423 08

(Copy.)

PROVIDENCE, *July* 26, 1830.

To PHILIP CRAPO, esq., of counsel for Henry Mathewson:

SIR: In reply to your application for papers relating to voyages and transactions of business in the ships Mercury and Superior, which you say Capt. Mathewson either delivered to us, or sent us

from foreign countries, as vouchers of his account, we require that Capt. Mathewson particularly specifies what vouchers he requires, and that he makes a declaration, under oath, that he has remitted us the said specified vouchers, and that he has no copies or entries in his books, relating to the same; and that he cannot make full answer to the bill of complaint filed against him by W. W. Wetmore, without the aid of said vouchers.

On Capt. Mathewson's complying with these stipulations, we will furnish you with copies of such vouchers as he specifies, provided they are in our possession; he paying for the expense of copying.

We are your obt. sts.,

(Signed) CYRUS BUTLER,
ED. CARRINGTON,
SAM. WETMORE,
By ED. CARRINGTON, *Agent.*

And upon the thirtieth day of October, 1830, the following exceptions were filed to the foregoing answer:

Exceptions to H. Mathewson's answer.

RHODE ISLAND DISTRICT, *sc:*

Circuit court, November term, 1830.—In the bill in equity.

WILLARD W. WETMORE
vs.
HENRY MATHEWSON et al. } In equity.

Exceptions taken to the answer of the said Henry Mathewson to the bill of complaint aforesaid.

Exceptions.

First. The said Henry has not exhibited and produced the original bills or accounts, or accounts of sales, or account currents, nor copies thereof, rendered to him by the agents, consignees, or factors by him employed in the purchase and sale of the property and funds of the said concern, during the time he had the charge and management thereof, nor of the goods purchased in company with M. Clarke and E. Lynch, nor of the goods purchased in company with E. Lynch, nor of the original accounts of sales and settlements between the parties.

Second. The said Henry has not exhibited and produced any accounts of all sales, nor copies thereof, and all purchases of property and funds on board ships Mercury and Superior, other than the cargoes thereof, nor of the persons of whom the same was purchased or to whom the same was sold; nor has he exhibited and produced any accounts of all moneys by him received, or of the bills of exchange and other property by him remitted to the United States or elsewhere during the time aforesaid, or of the money, bills of exchange, or other property brought by him to the United States, on his return thereto, after the period aforesaid; nor has he, in his said answer, stated to whom said property, funds, money,

and bills of exchange belonged, or who were interested therein, and particularly as to the property and funds brought by him or in his name, or under his charge, in the ship Portia, in which he returned to the United States; nor what amount of money or other funds or property he has received from any person or persons since his return to the United States, connected with or arising from his said adventures and employments during the period aforesaid.

Third. The said Henry has not exhibited and produced any accounts of, nor stated in his answers, the particulars of an adventure, in his name, carried in said ship Mercury from Canton to South America; nor from whom the same was purchased, or to whom sold; nor of the accounts of said sales; nor who was interested therein; nor with what funds the said adventure was purchased.

Fourth. The said Henry has not exhibited and produced an account of, nor stated in his answer the particulars of, an adventure in his name carried in said ship Superior from Canton to South America; nor from whom purchased, or to whom sold; nor who were interested therein; nor from what funds the said adventure was purchased.

Fifth. The said Henry has not exhibited or produced any vouchers for moneys charged as paid for the disbursements of said ship Mercury on the coast of Gibraltar, Brazil, Chili, Peru, China, California, Mazatlan, Guayaquil, and other places where said ship touched or traded during the period aforesaid.

Sixth. The said Henry has not exhibited or produced an account of, nor stated in his answer, the amounts or value of the adventure stated by him to be by him shipped, on his own account, in said ship Mercury, from Canton to South America; nor of what articles the said adventure consisted of; nor of whom, or with what funds, the same was purchased.

Seventh. The said Henry has not exhibited or produced an account of, nor stated in his answer from whom he received, the sum of twenty thousand seven hundred [and] seventy-five dollars and fifty cents, stated by him to be shipped, as his own property, on board the ship Superior, in November, A. D. 1825; nor from what funds, property, or resources, he obtained or acquired the same.

Eighth. The said Henry has not exhibited or produced an account of, nor stated in his answer whether he received, any or what amounts of money he has received of Alsop, Wetmore & Co. since his return to the United States, or for what account the same was received, or from what funds or property the same was derived.

Ninth. The said Henry has not exhibited or produced an account of, nor stated in his answer, what sum or amount of money or other property the said Cyrus B. Manchester brought with him to the United States, nor who was interested therein; nor whether the said Henry remitted any or what amount of money or other property by the said Cyrus B. to the United States.

Tenth. The said Henry has not exhibited or produced a particular account of, or stated in his answer from whom or what property, funds, or resources, he received or derived, the sum [of] thirty-five hundred dollars and other property, stated by him to be shipped on his own account, in the said ship Mercury, at Callao, destined to Canton; nor from whom, or for what account, he obtained the loan stated in his answer; nor the account of the gratuities and compensations stated to be made to him for personal services; nor has he stated what those services were.

Eleventh. The said Henry has not exhibited or produced an account of, nor stated in his answer, what amount or value of money, funds, or other property he had in his said private state room, private trunks, and private chests, or from what funds or resources the same was obtained or acquired; nor has he exhibited any account or statement of a certain speculation in flour or other property entered into by him and E. Lynch, nor the extent or amount of the same, or whose funds or property was employed therein.

In all which particulars, the said complainant excepts [to] the answer aforesaid of said Henry as imperfect, evasive, and insufficient; and, therefore, prays that the said defendant may put in a better and further answer to said bill of complaint.

NATH. SEARLE,
Solicitor and counsel for the complainant.

And upon the January rule day, 1831, the foregoing exceptions having been heard, and the answers thereto on the behalf of said respondent, the court doth thereupon pronounce or decree as follows:

Order of court on exceptions to answer.

RHODE ISLAND DISTRICT:

Circuit court, 1st Monday in January, A. D. 1831.

WILLARD W. WETMORE
vs.
HENRY MATHEWSON et al. } In equity.

The exceptions taken by the said complainant to the answer of the said Henry Mathewson having been heard, and the answer thereto on behalf of the said defendant, the said court doth thereupon hereby order, adjudge, and decree, that the said first exception be disallowed.

Secondly. That so much of the 2d exception as requires the said Mathewson to answer further as to the money by him received, and the bills of exchange and other property by him remitted to the United States or elsewhere during the time aforesaid, and the money, bills of exchange, or other property brought by him to the United States, on his return thereto after the period aforesaid, and who were interested therein; and particularly as to the property and funds brought by him, or in his name, or under his charge, in the ship Portia, in which he returned to the United States, and what

amount of money or other funds or property he has received from any person or persons, since his return to the United States, connected with or arising from his said adventures and employments during the period aforesaid, be allowed; and that the residue of the said second exception be disallowed.

Thirdly. That the third of the said exceptions be and the same is hereby allowed.

Fourthly. That the fourth of the said exceptions be and the same is hereby disallowed; the subject matter thereof being embraced and more truly expressed in the sixth exception.

Fifthly. That the fifth of the said exceptions be and the same is hereby disallowed.

Sixthly. That so much of the sixth of said exceptions as requires the said Mathewson to state of whom and with what funds the said adventure was purchased, be and the same is hereby allowed, and the residue thereof disallowed.

Seventhly. That the seventh of the said exceptions be and the same is hereby allowed.

Eighthly. That the eighth of the said exceptions be and the same is hereby disallowed, as being unnecessary; the same having been included in the general terms of the last clause of the second exception, and there being nothing in the bill charging the said defendant with having received, since his return to the said United States, any money from Alsop, Wetmore & Co. in particular, nor any thing in the answer rendering this exception necessary after the general terms of the second exception as aforesaid.

Ninthly. That so much of the ninth of said exceptions as requires the said Mathewson to answer whether he remitted any or what amount of money or other property by the said Cyrus B. Manchester to the United States, be and the same is hereby allowed, and the residue of the said exception disallowed, as not supported by the bill or by the disclosures of the answer.

Tenthly. That so much of the *tenth* of said exceptions as relates to the thirty-five hundred dollars therein mentioned, be and the same is hereby allowed, and disallowed so far as it relates to "*other property*," the answer not stating that any "*other property*" was shipped on the said Mathewson's own account, in the said ship Mercury at Callao, destined to Canton, as is stated and supposed in the said exception.

Eleventhly. That so much of the eleventh of the said exceptions as requires a further answer as to what amount or value of money, funds, or other property the said Mathewson had in his said private state room, private trunks, and private chests, and from what funds and resources the same was obtained or acquired, be and the same is hereby allowed, and the residue of the said exception disallowed, as not supported by the bill or the disclosures of the answer.

And it is further ordered, that the said defendant, on or before the rule day in February next, put in and file a further and perfect

answer to the said bill in relation to these particulars, which are stated in so much of the said exceptions as are allowed as aforesaid.

And it is further ordered, that the said Henry Mathewson pay to the said complainant his costs of the exceptions so taken by the said complainant to the said answer, and allowed as aforesaid, and of the subsequent proceedings thereupon, and that the complainant have execution thereof.

Let the above be entered in the rule book as the order of the court in the above cause in reference to the said exceptions.

JOHN PITMAN,
District Judge U. S. for Rhode Island district.

Whereupon, on the 7th day of February, A. D. 1831, the respondent filed his further answer.

Further answer of H. Mathewson.

The further answer of Henry Mathewson, one of the defendants to the bill of complaint of Willard W. Wetmore against said Mathewson and others:

This defendant, saving and reserving to himself, as in and by his former answer he hath saved and reserved, for further answer to the said complainant's bill of complaint aforesaid, or to so much thereof as he is advised is necessary or material for him to make answer unto, answering, saith: That while in Bremen, in the year 1821, as stated in his former answer, this defendant had, of his own property, some articles of clothing, consisting of baize shirts, duck trowsers, boots and shoes, and similar articles, part of which had been by him, in former voyages, purchased for sale, and part were made for his own wear; all of which he had caused to be conveyed from the United States to Bremen, and from thence the same were by him carried, in his private trunks, with his other clothing, in said ship Mercury, to Lima, where he sold the same, on his own account, to different sailors, whose names, or any of them, he does not remember, and received therefor, in different sums, the amount of one hundred dollars, according to the best of his recollection; that while in Bremen, as aforesaid, he received, through the hands of Mr. Frederick Delius, as a present from the German merchant from whom 3,000 of the said sabres had been purchased, but whose name he is not now able to recall, the box containing twelve small swords, mentioned in his former answer, (which were old swords that had been newly cleaned, and the value whereof, in said Bremen, did not exceed for the whole fifteen rix dollars,) which he sold in Lima, through the agency of Estanisloa Lynch, to a Mr. Fraunt, a Swede, for the sum of two hundred dollars, as nearly as he can remember; that he also carried in his private trunk, in said ship Mercury, from said Bremen to Lima, the amount in guineas, as nearly as could be made in guineas, of the said gratuity of four hundred and sixty-three rix dollars and forty-six pence, mentioned

in his former answer as credited to him by said Fr. E. Delius, the amount thereof being about $360 in money of the United States; that other than as aforesaid, and his ordinary wearing apparel, instruments, books, charts, papers, and other articles of convenience, and not of merchandise, he carried no property in his private trunks, chests, or state room, on his own private account, in said Mercury, on her voyage from Bremen to Lima, according to his best recollection and belief.

That while at Lima, in 1821 and 1822, where he was delayed for about nine months waiting for pay for the cargo of said ship, as mentioned in his former answer, he became extensively acquainted with Spaniards and their families, and was at different times, by several of them, applied to, on behalf of themselves and their friends, to aid in concealing their money so as to prevent the loss to which it was exposed in the troubled state of the country; and for assistance occasionally rendered by him in that behalf, he received from Don Pedro Hernandez, Don Jose Pablino, Donna Juanita Pablino, and others, their friends, whose names he does not recollect, divers sums of money, pieces of silver plate, and other articles, as presents and remunerations, all of which amounted to one thousand dollars, according to his best recollection and belief; that the said persons were, at that time, at Lima, but where they now are, he does not know; and he further states that said assistance was rendered by him, as stated in his former answer, at times when he was not and could not be employed in any business or for the advantage of said owners; that while at Lima as aforesaid, he also received of the said J. S. Martinez the said sum of two thousand seven hundred dollars mentioned in his former answer, for which he gave his individual receipt in manner as in said answer stated; which several sums and property, in his further answer stated to have been by him received, excepting some small portion thereof expended in personal expenses, he, this defendant, after chartering said ship Mercury to said Rodolpho, as mentioned in his former answer, took on board said ship at Lima for Rio de Janeiro and Gibraltar, carrying the same in his private trunks and chests and state room; that, after arriving at said Rio de Janeiro, his said private funds were increased by about $250, received from different passengers in different sums for taking care of their money, as in his former answer already stated; that at Rio, while said ship was under charter as aforesaid, this defendant, with Benjamin James, first mate, and George Wheaton, second mate, of said ship, purchased a quantity of sugar and coffee, amounting to about $, the whole being less in quantity than would fill the privileges of said mates; that this defendant afterwards, at the request of said Wheaton, took to his own account the share of the said Wheaton; whereupon this defendant and said James became the only owners of said coffee and sugar, and this defendant's share thereof was by him paid for out of his private funds aforesaid, as were also a small

quantity of clothing and divers personal expenses; that the said sugar and coffee was carried in said ship to Gibraltar, and there disposed of; and by the sale thereof at Gibraltar, this defendant made and received a profit of one hundred dollars on his share, which, with the one hundred and fifty dollars received from said passenger, mentioned in his former answer, he there added to his said private funds; that, at Gibraltar, he also received three hundred dollars of James Andrews on loan, for which he gave said Andrews his individual promissory note.

That, on his return from Gibraltar to Lima in 1823, he received from Estanisloa Lynch seven hundred dollars on account of his individual interest in a quantity of flour which had been disposed of in his absence, in which the owners of said ship had never any concern, and in the purchase of which none of the funds, credit, or interest of said owners were ever, in anywise, employed or resorted to, or in anywise concerned, the said Lynch having there before remitted to the wife of this defendant two thousand dollars on the same account; that, at said Lima, in November, 1823, he drew, in a pawn lottery, a prize consisting of silver dishes and other articles, all of the value of about nine hundred dollars, as the same were afterwards sold at Canton; that while at Lima, at the time last named, he received, on his own account, on loan, from Don Pablo Haker, three thousand dollars in cash, for which he gave his individual promissory note on interest.

Furthermore, this defendant answering, says, that before his said return to Lima, and while at Gibraltar as aforesaid, he purchased, in his own name, but for said Martinez, and with part of the money received as aforesaid from said Martinez, military clothing and other articles, as mentioned in his former answer, amounting to about $1,000, and leaving about seventeen hundred dollars of the money of said Martinez uninvested, instead of the said sum of about eighteen hundred dollars as stated in said former answer; which statement is, on further examination, found to be so far erroneous by mistake, a part of which articles, amounting at cost to $300, was carried in said ship to Lima in this defendant's private trunks, with the unexpended money of said Martinez and this defendant's private funds; that on returning to Lima as aforesaid, not finding the said Martinez there, and having been requested by said Martinez, in such case, to dispose of his goods, except some small articles intended by him for presents to a lady, and hold the proceeds for his order, this defendant did accordingly, after delivering said presents, sell the rest of said clothing and articles to the Peruvian government, and received therefor their bill, on their agent in London, for $2,300, or nearly that sum, which bill this defendant then remitted from Lima to Thomas Dickerson & Co., London, with instructions to place the same to the credit and account of this defendant when collected.

That in said ship Mercury, in her voyage from Callao to Canton, mentioned in his former answer, he carried, of his individual pro-

perty, the following separate sums and parcels, and in manner following, viz:

The said thirty-five hundred dollars in specie in the ship's run, where was also the said owners' money, as in his former answer mentioned - - - -	$3,500
Twenty-four hundred dollars in Spanish gold and English guineas, in his private trunks, between the two bottoms thereof - - - - - - -	2,400
The said prize of old silver, &c., valued at $900, in his private state room, under his berth - - -	900
Four hundred dollars in his private trunk, in dollars -	400
Amounting to - - - -	$7,200

All of which was derived from the sources and receipts herein before particularly specified and related.

That at Canton, in the spring of 1824, he invested his said funds in goods, as follows, viz:

Goods purchased for him, by Samuel Russell, indiscriminately, and of the same descriptions, and at the same times, with those purchased by said Samuel Russell for the said owners of said ship, and consisting of crape shawls, silk handkerchiefs, crape dresses, rice boxes, hats, ribbons, &c., amounting to about $3,900, on which said Russell charged this defendant full commissions -	$3,900
Goods which this defendant, at times of leisure, in order to save commissions, personally purchased at various shops, for cash in various lots or pieces, consisting of silk, coat and pantaloons, a few grass shirts, jackets and pantaloons, some embroidered crape shawls from $7 to $50 each, embroidered dresses, shell combs, satin dresses, &c., which were of similar description with goods of the cargo, and cost about - - - - -	2,550
2,000 strings of small beeds, cost - - - -	750
That he also took there of *Eu-gons* in his individual credit fifteen shawls at $9 each - - - -	135
And received presents of shell combs, handkerchiefs, dresses, shawls, china ware, and tea from various Chinese traders, according to their usages, of the value altogether of about - - - - -	200
Making in the whole - -	$7,535

That of the goods so purchased by him, he took no bills at the time, the same being paid for in cash at the time, and bought wherever he could obtain them at the cheapest rates, and at various prices; but when taken on board he made a particular invoice of all that he had personally purchased, and the said Russell delivered him an invoice

of the goods so purchased by said Russell, which invoices were lost in the explosion of the steamboat mentioned in his former answer, and he is not able to give a more particular account of said goods. That among the venders from whom said goods were purchased, were *Hin-schong*, *Eu-gong*, *Mow-schong*, *Tcheon-schong*, as he understands their names, and he does not recollect the names of others of whom he purchased, but he purchased as aforesaid of many others, of many of whom he never knew nor enquired their names. That a part of said goods, making three tons, were carried by him as freight in said Mercury to South America, as mentioned in his former answer, and the residue, being light and not bulky, he carried in said ship to South America in his private trunks, some of them between the two bottoms thereof; that he sold his said goods at Monterey, Mazatlan, Guayaquil, and Lima, at the same places, and at the same rates as he disposed of the similar articles of the general cargo; that he cannot particularly remember and name the persons to whom his own goods in particular were sold, inasmuch as his private account book, in which the names of the principal purchasers thereof were entered, was lost in the explosion of said steamboat; but the names of many of those who purchased his said goods are contained in his book of daily sales, which is amongst the books and papers by him produced and filed with his former answer in the office of the clerk of this court; that his said goods were sold in different parcels to different purchasers, and for cash in hand, as were the goods of said cargo; that having once, as he supposed, sold said beads, they were returned upon his hands, and he sold them subsequently to another purchaser for one thousand dollars; that the whole of the money for which he sold his said goods, including said beads, amounted, to the best of his belief and recollection, to twelve thousand six hundred dollars; in which said goods, so as aforesaid purchased for himself and disposed of, he was himself solely interested as owner and no other person, having derived the funds for the purchase thereof in manner hereinbefore stated.

That while he was at Mazatlan in February, 1825, he was enabled from his acquaintance and friendly terms with the officers of the customs, to procure favorable terms for transporting specie from the shore without payment of full duties, and to be of personal service in that manner to others, who in several instances remunerated him therefor; that he there derived from that source in all twelve hundred dollars, having received such remunerations and gratifications from several persons whose names he cannot now state, but one of them he remembers was master of an English brig from London, and was called Captain Becannah, which he believes to be his name.

That at said Mazatlan and other places on the west coast of South America, the goods which had been sent as freight in said ship Mercury by Perkins & Co., Sam. B. Russell, Thomas T. Forbes, and Charles N. Talbot, as in his former answer mentioned,

were disposed of; that upon the disposition thereof the net amount realized by this defendant, per his individual commissions at the rate agreed with them, and over and above the compensations, commissions, and charges by him paid out to merchants and agents employed in the sales and disposition of said goods, was about eight hundred dollars, they having agreed to allow him five per cent. personally for his personal attention to the sales of said goods.

That at said Mazatlan in 1825, he received of Cyrus B. Manchester, three hundred dollars in payment of that sum, which had been loaned to him by this defendant in the year 1823.

That at Guayaquil in June, 1825, he received, to be remitted to the wife of David Swaney, deceased, about four hundred dollars, being the amount of the personal estate, rights, and credits of said Swaney, which the said Swaney before his death requested this defendant to take into his hands individually, and remit to his said wife, and which this defendant engaged to do accordingly.

That at said Guayaquil, in September, A. [D.] 1825, he received two hundred dollars from Juanita Pablino for purchasing for her $5,000 in specie dollars of Capt. David Proudfoot, and at the same place he received five hundred dollars from Don Pedro Fernandez for assisting him to embark his money for Paita.

That at Lima, in November, A. D. 1825, he received of Don Jose Pablino five thonsand dollars ($5,000) on loan, for which he gave his individual promissory note payable on demand for $5,050, with interest at five per cent.; that he then and there also received of Don Pedro Fernandez one thousand five hundred dollars ($1,500) on loan, for which he gave his individual promissory note payable on demand, with interest at five per cent.; the said loans and all others to him herein mentioned being to this defendant on his own sole individual account.

That of the foregoing funds derived from the sources, and made up of the sums so as aforesaid specified and detailed, he shipped on board the ship Superior the sum of twenty thousand seven hundred and seventy-five dollars and fifty cents ($20,775 50) in November A. [D.] 1825, as mentioned in his former answer, which sum was his own individual property, no other person being interested therein and derived from the sources aforesaid, and also carried in said ship to Canton in his private trunk six hundred dollars in gold and silver, his own property, and derived as aforesaid.

That at Canton, in the year 1826, he purchased the goods and merchandise specified in the invoice annexed to his former answer, numbered (78,) and amounting to $20,400 92, which he paid for out of his said funds, and also received divers other goods as presents of the value of about five hundred dollars, some of which are noted at the foot of said invoice, and the residue he is not able to specify, otherwise than that they consisted of shawls, pieces of crape, lace dresses, embroidered dresses, and other light articles, which were contained in his private trunks, and some boxes of tea, he having no invoice or other means of making a more particular

account thereof than as herein and herewith exhibited. That the goods bought with his said funds, and also those purchased for all the cargo of the ship were bought in various lots for cash, and of many different persons, of whom were Man-hop, Tow-chin, Hin-schong, Tscheon-schong, Eu-guong, Mow-schong, Tscho-qua, and the names of any of the others from [whom] he purchased he cannot recollect. That the residue of his money carried to Canton, and not invested, he expended there, paying therefrom insurance amounting to between $300 and $400; also his debt aforesaid to Eu-guong, and interest, and other individual expenses. That his said goods purchased with his said funds, and those received as presents as aforesaid, were carried in said ship Superior to South America. Such of them as were not contained in said invoice being carried in his private trunks, except said boxes of tea; and all his said goods were sold in Valparaiso and Lima; some of them however not being sold until after his return to the United States; that the sales of such of them as were sold at Lima, the persons to whom sold, and at what prices, appeared by the account of sales signed Alsop and Wetmore, a copy whereof is hereto annexed, and marked (W;) the net amount of which sales [was] $35,796 6½ reals; that of those sold at Valparaiso, he delivered the account of sales to the said Edward Carrington & Co. with the other papers and documents delivered to them, as mentioned in his former answer; and not having said accounts by him is not now able to state the sales, prices, amount, and persons to whom the same were sold, but thinks and believes the amount of said sales was about $5,000.

That at said Valparaiso, and at Lima, he received, on account of the sales of his said goods, over thirty thousand dollars; that at Coquimbo, in March, A. [D.] 1827, he received of Don Pedro Fernandez, on loan, for which he gave his individual promissory note, and for his sole account, two thousand five hundred dollars; and also received of the same Fernandez, to invest for him in copper, three thousand five hundred dollars, for which he gave him his individual receipt, and did afterwards invest the same in copper, which was part of the copper brought in the Portia, as hereinafter mentioned.

And further answering, this defendant says, that in December, A. D. 1822, he remitted from Gibraltar to his wife in Providence, by Captain Rhodes, master of the brig Washington, five hundred dollars, being of money then earned and due to him for his wages; and a silver basin and silver teapot, being of the articles before received by him in South America, as herein before stated, and being of the value of about forty dollars.

That his next remittance was that herein before mentioned, from Lima, to Thomas Dickerson & Co., London, of the said bill of exchange received of the Peruvian Government on account of sales of said Martinez goods.

That in June, 1825, he remitted to his wife in Providence, from Guayaquil, by Cyrus B. Manchester, one thousand dollars in specie, of his own property, and on his own account and risk.

That in May, 1826, while at Canton, he sent by Captain Daniel S. Cooke, to his wife in Providence, a small trunk containing small articles of dress of the value of about ninety dollars, being presents, and his own property.

That in December, A. D. 1826, he remitted from Lima, by Captain Andrews, in the said ship Superior, to his wife in Providence, one thousand dollars in specie; also a silver tea set, of the value of about two hundred and fifty dollars, both being his own property, and on his own account and risk.

That the foregoing are all the remittances of money or property, or bills of exchange, or of any description, made by him during his employment in said voyages and the said period, by the hands of the said Cyrus B. Manchester, or any other person whatever.

That on his return to the United States, as mentioned in his former answer, he brought with him the following property in the said ship Portia, besides the said sum of thirty thousand dollars and said copper shipped in said ship to said Butler and E. Carrington & Co., as mentioned in his former answer, viz:

A bill or set of exchange drawn upon Ira H. Allen, esq., which this defendant had received of Heman Allen, esq., for the sum of fifteen hundred dollars	$1,500 00
Seven boxes and one bag of specie, containing in all twenty thousand six hundred and fifty-two dollars	20,652 00
1,063 marks, 6 oz. of pina, which cost ten thousand one hundred and fourteen dollars and sixty-two cents - - - - - - - -	10,114 62
A quantity of copper of the value of five thousand six hundred and ninety dollars, in which said Fernandez was interested to the amount of said $3,500	5,690 00
	$37,956 62

Making, in the whole, the sum of thirty-seven thousand and nine hundred and fifty-six dollars and sixty-two cents, all of which he took on board and brought upon his own account and risk, except the interest of said Fernandez in said part of said copper to the amount of three thousand five hundred dollars; which said amount, brought in the Portia, on his own account, was derived from the sources aforesaid, and from and of the commissions, wages and share belonging to him under said agreement, and much less, as he believes, than his present due from said other parties to said bill.

That since his said return to the United States, viz., in June, A. D. 1828, he received from said Alsop, Wetmore & Co. a quantity of pina and specie brought by Capt. Hurd in the ship Potosi, amounting to nine thousand one hundred and twenty-nine dollars, ($9,129;) and in the spring of 1830 he also received from the same house two bags of specie, brought by Capt. Tripp in the ship

Florida, and amounting to one thousand six hundred and twelve dollars, ($1,612;) which said last named sums were proceeds of his said property, and received for and on his own individual account, as of his own private funds, except the sum of seven hundred and seventy-seven dollars ($777,) part and parcel of said last named sum of $1,612; which said $777 was derived from the sales of part of the Mercury's cargo by Bartlett & Sweet, and was, and is, therefore, credited by this defendant to the owners of said Mercury in the account annexed to his former answer, and marked (106.)

That the said sum of thirty thousand dollars, and said copper, shipped in said ship Portia to said Butler and E. Carrington & Co., as mentioned in his former answer, was by them received on the arrival of said ship in New York, in which property they and this defendant were and are jointly interested.

That since his return to the United States, as aforesaid, he has received no other money, funds, or property connected with, or arising from, his said adventures and employments, during the period aforesaid, from any person or persons whatever, that he knows of or remembers, other than as he has stated and set forth in this and his former answer. That during his said voyages, adventures, and employments in said ships, and during said period, he had and received no other property, money, or funds connected therewith, or in any wise arising therefrom, whether of his private funds, or those of said owners, or of other persons, that he knows of or remembers, other than as he has stated and set forth in this and his former answer; that during the said period he remitted no other property than as in this and his former answer stated.

That during said period he carried in his private trunks and state room such money of his said private funds as remained on hand uninvested and unexpended, from place to place, except such as in this, or his former answer, is stated to have been otherwise carried; and other than is herein and in his former answer stated, and excepting his wearing apparel and instruments, private books, charts, and papers, and articles for personal convenience, he carried in his said private trunks, chests, and state room no other property that he knows of or remembers; all which, &c., without that, &c., &c.; and therefore this defendant prays, as in his said former answer he has prayed, &c.

HENRY MATHEWSON.

PHILIP CRAPO,
J. L. TILLINGHAST,
Of counsel for defendant, H. Mathewson.

PROVIDENCE, *February 5th*, 1831.

Personally appeared the above named Henry Mathewson, and made oath to the truth of the matters and statements contained in the foregoing answer by him subscribed before me.

ROBERT KNIGHT,
Justice of the Peace.

W.—(Copy.)

Sales of sundries ex ship Superior from Canton, per account and risk of Henry Mathewson, esq.

1826.							
Nov. 2	Atlanta, 7 mo. –	2, 22, 23	11 cases dresses –	–	157 a 12	$1,684	
		[M] 27 a 34					
		21 a 22 –	2 " scarfs –	–	90 a 10	900	
		3 a 6 –	4 " sarga de Manto –	–	3,250 vs. a 8 rs.	3,250	
		7 a 13 –	7 " cross-barred hdkfs. –	–	175 ps. a $18	3,150	
		14 a 15 –	2 " black silk do –	–	50 a $13	650	
		56 a 69 –	14 " crape shawls –	–	1,370 a 5	6,850	
		18 a 19 –	2 " sarsenets, 1,633½ a 7 rs. –	–	1,429 a 1		
			Deduct for damages –	–	171 a 4		
						1,257	5
" 4	Cirio, 4 mo. –	43 a 52 –	10 " saya saya –	–	250 ps. at $17.44	4,398	3½
" 19	Garcia –	X –	1 " shawls –	–	24 a $12	288	
	Sarranizar –	D 2 –	1 " levantines –	–	10 ps. a $25	250	
	Roussen –	12 –	1 " shawls –	–	24 a $25	600	
" 20	Sarraniza –	[M] 88, 103 –	2 " combs –	–	98 a $9	882	
	Ygarza –	105 a 106 –	2 " small do –	–	960 a $2.4 p. doz.	200	
	Ex Helmes –	95, 96, 98 –	3 " billiard balls –	–	300 a $2.4	750	
" 21	Coello –	5, 6 –	2 " pictures on board –	–	20, $4	80	
" 24	Rochigo & Co. –	[F] [P] 6, 10 –	shawls –	–	7, $18	126	
	Young –	– – –	1 pr. sofas on board –	–	– –	75	
	Reyna –	– – –	2 cases kites –	–	– –	35	5
	Mejia –	– – –	1 " whistles –	–	– –	15	
Dec. 1	Senek –	– – –	12 boxes china tea sets –	–	a $14	168	
	Cady & Co. –	– – –	132 silver chains –	–	– –	1,188	
	Nunterola –	– – –	2 pieces satins –	–	33 yds.	57	6
	Mesa –	– – –	3 doz. hdkfs. –	–	a $10	30	
" 20	Benrough –	– – –	2 tubs candy –	–	79½ lbs. a 2 rs.	19	7
	Urturga –	– – –	8 bonnets –	–	a $4.4	36	
	Xara –	[M] 73 –	1 case fancy ribbons –	–	– –	191	3
" 28	Castilla –	1 –	1 do hdkfs. –	–	25 a $20	500	
" 30	Retailed –	Sundries –	Shawls, scarfs, &c. –	–	$680		
			4 bed spreads –	–	450		
			28 combs –	–	306		
						1,436	

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W.—Continued.

1827.							
Jan'y 12	Campos	–	22 small combs	–	–	$8	2
Feb. 1	Sundries	–	Dresses, mecheros, hats, &c.	–	–	90	
" 4	Mayo	–	8 dresses	–	–	96	
" 4	"	–	2 pieces satins	–	–	70	7
Mar. 18	Newman	–	2 matrasses	–	–	13	
Ap'l 27	Sundries	107, 108	2 cases billiard balls	–	200 d. a $2	400	
" 27	Do	–	Dresses scarfs, &c.	–	–	25	
May 2	Garcia	[M] 54	1 case shawls	–	44 d. a $20	880	
" 2	Sundries	–	2 bureaus and 1 bedstead	–	–	131	
" 6	Mayo	55	2 cases dresses	–	100 a	1,110	
Aug. 11	Valderama	D [M] 53	1 " shawls	–	50 a $14	700	
	Sundries	–	1 desk and dressing case	–	–	52	
	Gusman	–	20 pr. concan pantaloons	–	–	87	
			24 " jackets	–	–	75	
			42 " nankeen pantaloons	–	–	63	
			48 velvet vests	–	–	186	
	Sundries	–	8 " "	–	–	35	
			28 chests tea	–	a $30	840	
						$38,923	6½
1828.			Amount brought over	–	–	$38,923	6½
Septem.	Cash	91 a 94 [M] 76, 78, 79 90, 100	9 casks flowers	–	pr.	174	6
	Sundries	–	9 chests black tea	–	–	82	
			6 trunks	–	–	50	
1829.	Cash	–	1 dining set	–	–	40	
March.	At auction	–	1 table, 12 chairs, 1 sofa	–	–	79	3
			8 pictures, 1 box flowers	–	–	57	6
			32 jackets and pantaloons	–	–	72	
			8 cases bawdy pictures (all broken)	–	–	8	
			12 bonnets, 6 pieces concon, and 1 piece taffeta	–	–	83	
			8 jars sweetmeats, 1 red trunk, 6 boxes tea	–	–	60	
			Shawls, scarfs, bed-spreads, hdkfs., &c.	–	–	209	4

July 20	Alsop, Wetmore & Cryder – – – –	8 cases black silk ribbons – – – – –	pr. nett		825	5
					$10,666	6½
		CHARGES.				
		Landing, cartage to Lima, &c. – – –		$158.3		
		Cartage from C. House to store, and labor – – –		9.4		
		Duties as per account rendered – – –		4,171.4		
		Gratification and stamp paper – – –		65		
		Expenses on goods transhipped – – –		71.1		
		Do on 8 cases black ribbons – – –		116.4½		
		Peonage of sundry articles at auction – –		2		
		Port agency, 1-2 p. c. on $39,841 1½ – – –		199.1½		
		Storage, 1 p. c. on $7,679 6 – – –		76.6		
					4,870	
		E. & O. E.			$35,796	6½

(Signed) ALSOP, WETMORE & Co.

Expenses on 8 cases black silk ribbons, Lima, July 31st, 1829:

Custom-house storage and labor – – – – – – – – –	$68	
Cartage to Callao, shipping, &c. – – – – – – – – –	8	0½
Sealed paper, 4 rs; duties 2 p. c. – – – – – – – – –	40	4
	$116	4½

Matheuson vs. Clarke.

3321. 195

On the June rule day, 1831, the following application was made:

Application for Rule.

RHODE ISLAND DISTRICT, *sc: Circuit court of the United States,*
Rule day, Monday, June 7, 1831.

In the case WILLARD W. WETMORE, vs. HENRY MATHEWSON and others. } In Equity.

The defendant represents to the honorable court, that he, on the seventh day of February, A. [D.] 1831, filed his supplemental answer, duly sworn to in the office of the clerk of this court, conformably to an order of said court, made at the last term thereof; that the plaintiff has not filed any replication or exception thereto; wherefore, he prays that a rule may be entered that the plaintiff shall reply before the next term.

By his solicitors and counsel:

CRAPO & TILLINGHAST.

Whereupon, a rule was entered that the plaintiff reply before the next term, and upon the July rule day following, the replication was filed, viz:

Replication.

WETMORE vs. MATHEWSON, &c.

The replication of Willard W. Wetmore, complainant, to the answer of Henry Mathewson, &c., respondents.

This repliant, saving to himself all manner of advantage of exception which may be had and taken to the numerous errors and insufficiency of the several answers of the said defendants for replication thereto, says, that he does and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by said defendants, and that the answers aforesaid are very uncertain, evasive, and insufficient in the law to be replied unto by this repliant, without that, that any other matter or thing in said answers contained, material or effectual, to be replied unto, and herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver and prove, as this honorable court shall direct; and humbly prays, as in and by his said bill he has already prayed.

By his solicitor and counsel:

(Signed) N. SEARLE.

And at the November term, 1831, the following decree was entered:

Interlocutory Decree.

RHODE ISLAND DISTRICT, *sc.*

Circuit court, Nov. term, 1831:

In the cause WILLARD W. WETMORE, compl't. } In Chancery.
vs.
HENRY MATHEWSON, et al. defts.

This cause came on to be heard, and was argued by counsel, and in consideration thereof, and by agreement of the parties, it is ordered, adjudged, and decreed by the court, that said cause be referred to the honorable Samuel Eddy, of Providence, as master in chancery, to take and state an account between the compt. and the deft. Henry Mathewson, touching and concerning the concerns and business of the partnership subsisting between the parties in said cause, and all the other matters and things charged in said bill of complaint.

That the said master have power to examine witnesses, and all the parties in this cause, under oath, touching all and singular the matters above mentioned, and that he also have power to compel the production of such books, papers, and documents, or other writings, as may be in the possession or power of either of the parties, as shall be called for, or as he shall think ought to be produced before him in taking such accounts; and that he be at liberty to adjourn from day to day upon said reference; and it is further ordered, that all further directions be reserved until the coming in of said master's report.

NOV. TERM, 1831; *November 23d*, 1831.

Attest: B. COWELL, *Clerk.*
(Signed) JOHN PITMAN, *Dist. Judge.*

Whereupon the following commission issued:

Commission to Samuel Eddy, as master.

RHODE ISLAND DISTRICT, *sc.*

The President of the United States to the honorable Samuel Eddy, of Providence, in said district, greeting;

[L. S.]

Whereas, at a circuit court of the United States for the first circuit, begun and holden at Providence, within and for said district, on the 15th day of November last past, you were appointed a master in chancery, in a certain cause in equity, pending before said court, wherein Willard W. Wetmore was complainant, and Henry Mathewson and others defendants, as by a copy of a decretal order, hereunto annexed, will fully appear.

Whereupon, reposing in your ability and integrity, you are hereby authorized and requested, in such days and at such places as you may think proper, to cite the parties before you and hear them

touching the premises, and to do and perform all the duties which may devolve on you by reason of your said appointment, agreeably to the decretal order of said court.

You are, however, required, before you proceed to act by authority of this commission, to engage yourself, by oath before some magistrate, to the faithful performance of the trust hereby reposed in you, and also to give all parties timely notice, and to cause the said complainant, and the said Henry Mathewson, one of the defendants, each to be served with a copy of said decretal order.

Hereof fail not, but a report make of your doings to our said court.

Witness, the honorable John Marshall, our chief justice, at Providence, this 9th day of December, A. D. 1831.

(Signed) BENJAMIN COWELL, *Clerk.*

RHODE ISLAND DISTRICT, *sc.*

In Providence, December 14th, 1831:

Personally appeared before me, the above named Samuel Eddy, and made solemn oath that he would execute the duties of his said appointment, according to the best of his ability.

(Signed) BENJA. COWELL, *Clerk U. S. Cir. Court.*

And at the June term, A. [D.] 1832, Samuel Eddy, Richard K. Randolph, and John H. Ormsbee were appointed masters under the interlocutory decree, and another commission issued, as follows:

[L. S.]

Commission to S. Eddy, R. K. Randolph, and J. H. Ormsbee, esqs., as masters.

RHODE ISLAND DISTRICT, *sc.*

The President of the United States to the honorable Samuel Eddy, of Providence, Richard K. Randolph, esquire, of Newport, and John H. Ormsbee, esqnire, of Providence, all in said district, greeting:

Whereas, at a circuit court of the United States, for the *the* first circuit, begun and holden at Newport, within and for said district, on the fifteenth day of June instant, you were appointed masters in chancery, in a certain cause in equity pending before said court, wherein Willard W. Wetmore is complainant, and Henry Mathewson and others defendants, as by record will appear. Wherefore, reposing in your ability and integrity, you are hereby authorized and requested, on such days, and at such places, as you may think proper, to cite the parties to appear before you, and hear them touching the premises; and to do and perform all the duties that may devolve upon you, by reason of and under a decretal order of said court, made at the November term thereof, A. D. 1831, a certified copy of which is hereunto annexed.

You are moreover required, before you proceed to act by authority of this commission, to engage yourselves by oath, before some magistrate, or the clerk of said court, to the faithful performance of the trust truly reposed in you; and also to give all parties timely notice of your proceeding, and to cause the said complainant, and the said Henry Mathewson, one of the defendants, each to be served with a copy of said decretal order.

Hereof fail not, but a report make of your doings to our said court.

Witness, the Hon. John Marshall, our chief justice, at Newport, this 26th day of June, 1832.

(Signed) BENJ. COWELL, *Clerk.*

RHODE ISLAND DISTRICT, *sc:*

IN PROVIDENCE, *June* 29, 1832.

Personally appeared before me, the above Samuel Eddy, and made oath to execute the duties of his said appointment according to the best of his ability.

(Signed) BENJ. COWELL, *Clerk of Cir. Court.*

PROVIDENCE, *sc:*

PROVIDENCE, *July* 9, 1832.

Then Richard R. Randolph and John H. Ormsbee severally made oath faithfully to perform the trust reposed in them by the foregoing commission. Before me.

(Signed) W. R. STAPLES, *J. Peace.*

And the following proceedings were had before the masters:

Examination of Henry Mathewson, the defendant, July 9, 1832.

By plaintiff's counsel. You state in your answer that Delius & Co., at Bremen, gave you credit for 483 rix dollars and $\frac{4}{5}\frac{5}{8}$. Please produce the account current which contains said credit.

Answer. Has not the account in his possession. Thinks it is in the trunk in the clerk's office. If not there, it was either lost in the steamboat, or has been delivered [to] Messrs. Carrington & Co.

Q. by same. Do you know how the entry was expressed in the account current?

Answer. He does not.

Q. by same. You state in your answer that you received from J. S. Martinez, a sum of money to carry for him to Gibraltar, and invest the same in military clothing. Where did this person then reside, what was his occupation or employment, and to what place did he direct you to send him the said clothing, in case it should have so happened that you should not have returned to South America from Gibraltar?

Answer at Lima. Does not know his occupation. Was connected with the army, and expected to sell the clothing to them. Nothing said about my not returning. My calculation was to return to South America.

Q. by same. Please to state what kind of military clothing you purchased for Martinez, and the actual cost of said clothing.

Answer. They were military coats and cloth pantaloons. Does not recollect the actual cost, but believes about seven hundred dollars.

Q. by same. Was there any other military clothing on board the Mercury except what belonged to Martinez and the owners of the Mercury?

Answer. No.

Q. by same. You state you were directed by Martinez to purchase some small articles for him, which were intended by him for a lady, and that you were directed by him to present the said articles to the lady in case of his absence. Did you know this lady at the time you received this direction of Martinez? If yea, what was her name and place of residence?

Answer. Yes. She resided in Lima, but do not recollect her name.

Q. by same. You say you were to hold the proceeds of the military clothing for him, or his order, in case of his absence. Was this order or direction in writing? If so, have you the writing?

Answer. It was in writing—but was lost at the explosion of the steamboat.

Q. by same. Please state the occupation of this lady for whom these presents were intended, and the name of the street in which she lived.

Answer. She was a kept mistress, but does not know the name of any street in Lima.

Q. by same. Please state the articles you purchased for this lady, and the cost of the same.

Answer. Dresses, veils, and silk stockings, the cost about three hundred dollars.

Q. by same. How many times have you been in Lima, and for what length of time altogether?

Answer. Believes that he has been there five times—the length of time altogether, thinks nine or ten months.

Q. by same. Did this lady reside at Lima on your visiting that city in October and November, 1825, and again in December, 1826, and January, 1827?

Answer. She was not there to my knowledge in 1825, 1826, and 1827.

Q. by same. When you delivered this lady the presents you had brought for her, did you inform her that you had property belonging to Martinez, and the amount thereof? Did you inform any other person? If yea, whom?

Answer. No. Except William S. Wetmore.

Q. by same. Did you make any inquiry for Martinez on your return, and what information did you receive about him?

Answer. He inquired of said Wetmore if he knew such a man. Said he did not. Requested Wetmore not to mention it, least he

should get into trouble with the Spanish Government. This [was] after his return in 1825. When he went from Gibraltar to Lima, he inquired of several, and was told he set out for Internudos. The supposition was that he was killed in battle.

Q. by same. Of whom did you make inquiries when you returned with the clothing? Please state their names.

Answer. Of a number of his acquaintances, the Monterolas, Oyas, and this girl. Did not state to these persons that he had property of Martinez in his hands.

Q. by same. You state in your answer that you received money and pieces of plate from Don Jose Pablino, Donna Juanita Pablino, Don Pedro Fernandes, and others, Spaniards, for a compensation for secreting their property and money. That said persons were then in Lima. Have you ever seen either of said persons since that period?

Answer. Saw at Lima Don Jose Pablino in 1823 and 1825, Donna Juanita Pablino in 1825, 1826, and 1827, Don Pedro Fernandez in 1823 and 1825. Pablino had been a merchant at Lima and Ariquipa, as he understood him. Juanita was a mistress. Does not know the occupation of Fernandez. Saw Fernandez at Coquimbo, at the time he was there in the Portia—also at Guayaquil.

Motion of Henry Mathewson for production of books and papers.

At a meeting of the masters in chancery, in the case [of] Willard W. Wetmore vs. Henry Mathewson and others, holden on the 14th day of July, A. D. 1832, Henry Mathewson, one of the defendants in said case, represents to said masters, that there is, and has been, in the hand and possession, or under the control of the said Willard W. Wetmore, and in the hands, possession, or under the control of the other defendants in said case, divers books, accounts, letters, and copies of letters, and other papers, among which are certain letters written by Alsop, Wetmore & Co., or some one or more of them, to the said Willard W. Wetmore, or to the said Edwd. Carrington & Co., or Cyrus Butler, or to all or some one or more of them; and certain copies of letters written by the said Willard W. Wetmore, Edward Carrington & Co., or Cyrus Butler, all of them, or some one or more of them, to the said Alsop, Wetmore & Co., or some one or more of them; all of which books, accounts, letters, copies of letters, and other papers, have relation to the matters contained in the bill and answer in this case, and are material for him, the said Mathewson, in his defence.

Whereupon he prays your honors to make an order that the said Willard W. Wetmore, and the said other defendants to produce to, and file with you, on or before fixed by your honors, all said books, accounts, letters, copies of letters, and other papers and matters in controversy, which are, or have been, in his or their possession, or under his control, or the control of all or any of them, or any person for him or them, for the examination and inspection

of your honors, and of him, the said Mathewson, and his counsel. And also that your honors will order and direct the said Willard W. Wetmore to be and appear before your honors at your next meeting, and submit himself to examination on such interrogatories as shall be propounded to him, and approved and settled by your honors.

P. CRAPO, and
J. L. TILLINGHAST,
Of Counsel for said Mathewson.

Ordered accordingly by consent of parties.

Affidavit of Edward Carrington.

U. S. CIRCUIT COURT, R. I. DISTRICT, *Clerk's Office.*

In case WILLARD W. WETMORE, plaintiff, against HENRY MATHEWSON and others, defendants, } In chancery.

Edward Carrington, one of the firm of E. Carrington & Company, states that the books by him produced before one of the masters, John H. Ormsbee, this day, are all the books in his hands or possession, or under his control, or in the hands and possession of the said firm of E. Carrington & Co., or under their control, which relate to the matters contained in the bill and answers in said case. That the accounts, letters, copies of letters, and other papers, by him, the said Carrington, deposited this day in the clerk's office, are, with the other papers by him heretofore produced before the masters, and now deposited in the clerk's office, all the accounts, letters, copies of letters, and papers of every kind and nature in his hands and possession, or under his control, or in the hands and possession, or under the control of the said E. Carrington & Co., which relates to the matters contained in said bill and answers.

(Signed) ED. CARRINGTON.

Dated July 19, 1832.

July 19, 1832.

Sworn to before me, by said Carrington, according to the best of his knowledge and belief. Before me.

(Signed) BENJ. COWELL,
Clerk of said Circuit Court.

Affidavit of Cyrus Butler.

CLERK'S OFFICE, U. S. CIRCUIT COURT,
District of Rhode Island, sc:

In case WILLARD W. WETMORE, plaintiff, against HENRY MATHEWSON and others, defendants. } In chancery.

Cyrus Butler, one of the defendants in said cause, states, that he has not in his hand and possession, or under his control, any books,

accounts, letters, or copies of letters, or papers of any kind or nature, relative to the matters contained in the bill and answers in said case. That the papers relative to the matters in the bill and answers contained, have been kept by the said E. Carrington & Co.

(Signed) CYRUS BUTLER.

July 19, 1832.

Sworn to before me.

(Signed) BENJ. COWELL,
Clerk of said Court.

Affidavit of Samuel Wetmore.

CLERK'S OFFICE, U. S. C. COURT,
Rhode Island district, sc:

In the case WILLARD W. WETMORE, plaintiff, against HENRY MATHEWSON and others, defendants. } In chancery.

Samuel Wetmore, one of the firm of E. Carrington & Co., states, that he has not in his hands or possession, or under his control, except as a co-partner in said firm, any books, or accounts, or letters, or copies of letters, or any other papers, which relate to the matters contained in the bill and answers in said case. And this affiant verily believes, that the books heretofore produced by the said E. Carrington before John H. Ormsbee, esq., one of the masters in said cause, are all the books in the possession or under the control of said firm, or of said E. Carrington, which relate to the matters contained in said bill and answers. And this affiant verily believes, that the accounts, letters, and copies of letters, and other papers heretofore produced before the masters in said cause, by said E. Carrington, together with those which he has since deposited in said clerk's office, are all the papers, of every kind and nature, in the hands or subject to the control of said firm of E. Carrington & Co., which relate to the matters in said bill and answers contained.

(Signed) SAMUEL WETMORE.

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE, U. S. CIR. COURT,
July 23*d*, 1832.

Personally appeared before me the above named Samuel Wetmore, and made solemn oath to the truth of the above affidavit by him signed.

(Signed) BENJN. COWELL,
Clerk U. S. Cir. Court.

Affidavit of Willard W. Wetmore.

U. S. C. Court, R. I. district, *Clerk's Office:*

In the case Willard W. Wetmore, plaintiff, *against* Henry Mathewson, and others, defendants. } In chancery.

The said Willard W. Wetmore, one of the firm of E. Carrington & Co., states, that he has not in his hands or possession, or under his control, except as a partner in said firm of E. Carrington & Co., any of the books, accounts, letters, or copies of letters, or any papers of any kind or nature relating to the matters contained in the bill and answers in said case. That the duty of this affiant as a partner in said firm was and is principally confined to the superintending the business on the wharf—such as the lading and unlading of vessels, and the fitting the same away, so that he has but little knowledge of the books, letters, or papers in the possession of said firm; but this affiant verily believes that the accounts, letters, and copies of letters, and other papers heretofore produced and deposited by the said E. Carrington in the said clerk's office, are all the accounts, letters, and copies of letters and papers of every kind and nature in the hands or possession of said firm, or subject to their control, which relate to the matters contained in said bill and answers.

(Signed) W. W. WETMORE.

Rhode Island district, *sc:*

In Providence, *July 24th*, 1832.

Personally appeared before me the above named W. W. Wetmore, and made oath to the truth of the above affidavit by him signed. (Signed) BENJN. COWELL,
, *Clerk U. S. Cir. Court.*

This affiant further states, that since the above statement was made he has discovered two log-books of the ship Mercury, which he produces before the trustees on this thirteenth day of August, A. D. 1832.

(Signed) W. W. WETMORE.

Sworn to, August 13, 1832, before the masters.
Witness: Samuel Eddy.

Pending the proceedings before the masters, the following application was made to the court for commissions to take testimony, and the proceedings following on said application were had:

Certificate of masters.

Between Willard W. Wetmore, complainant, *and* Henry Mathewson & Co., respondents. } In chancery.

Pursuant to the decree made upon the hearing of this cause, we have been attended by the solicitors of the parties in the cause,

and have proceeded in stating the account therein directed; and it having been alleged, and shown to our satisfaction, that there are material witnesses for the complainant residing in Chili and Peru, in South America, particularly Estanisloa Lynch, Phillipe Zaldive, William Cochran, John Paris Robinson, Franklin Tracy, Don Publio Haker, and Charles W. Hurtz, and others, whose names are unknown to the complainant, as stated in his affidavit, and without whose testimony he cannot safely proceed in the reference before us: We humbly certify, that we think it reasonable a commission should issue therefor for the examination of the said witnesses named, and others, as stated in said affidavit, returnable without delay, wherein the complainant and respondents may join if they think fit: this being the first day of December, A. D. 1832.

SAMUEL EDDY,
JOHN. H. ORMSBEE,
Two of the Masters.

Order of court.

U. S. CIRCUIT COURT, *Rhode Island district:*

DECEMBER 14, 1832.

WILLARD W. WETMORE, plff.
against
HENRY MATHEWSON, and others, defts. } In chancery.

On motion of the plaintiff, and on the production of the foregoing certificate, it is ordered that a commission issue in the above cause to A. Worthington, American consul, Henry Chancey, merchant, and Edwin Bartlett, merchant, all of Lima, in the Republic of Peru, in South America, empowering them, or either of them, to examine upon such direct and cross interrogatories as may be filed by said parties Estanisloa Lynch, Phillipi Zaldive, William Cochran, John Paris Robinson, and Franklin Tracy, and such other witnesses as may be produced before said commissioners, or either of them, on the part of the plaintiff; and also in like manner to examine such witnesses as shall be named by the defendants before issuing said commission, or such whose names are now unknown to them, and as they may produce before said commissioners, or either of them, for examination on their part.

And it is further ordered, that a commission issue to Charles Bispham, American consul, and James Sweet and Henry Chauncey, at Valparaiso, in the Republic of Chili, in South America, empowering them, or either of them, to examine upon such interrogatories as may be filed by said parties Don Publico Haker and Charles W. Hurtz, and such other witnesses as may be produced by said plaintiff before said commissioners, or either of them; and also such witnesses on the part of said defendants as they may name before said commission issues, or such others to them now unknown as they may produce before the said commissioners, or either of

them; interrogatories to be filed in pursuance of the rules of this court.

JOHN PITMAN,
District Judge U. S. for said district.

Motion for commission.

U. S. CIRCUIT COURT, *District of R. I.:*

In chancery—Clerk's office, Rule day, Dec. 3, 1832.

WILLARD W. WETMORE, plaintiff,
against
HENRY MATHEWSON and others, defendants.

The plaintiff in this cause moves the court for commissions to take testimony in South America, to be used in said cause.

R. W. GREENE,
Solicitor for plff.

Notice of motion.

CIRCUIT COURT OF U. S., *District of Rhode Island:*

In the case WILLARD W. WETMORE, plaintiff,
against
HENRY MATHEWSON and others, defendants.

To said Henry Mathewson, and Joseph L. Tillinghast, and Philip Crapo, counsel of said Mathewson.

You are hereby notified that I have applied to Hon. John Pitman, U. S. district judge, for an order for commissions to issue to South America to take testimony in the above cause, and that said judge has appointed to-morrow, being Tuesday, December 11th, at 2 o'clock, P. M., at the U. S. district court room, to hear the parties relative to said application.

Dated at Providence, this 10th day of December, A. D. 1832.

WILLARD W. WETMORE,
By his solicitor R. W. GREENE.

PROVIDENCE, *ss:*

PROVIDENCE, *Dec.* 11, *A. D.* 1832.

Notified the within named Henry Mathewson, by reading the within to him, and also notified the within named Joseph L. Tillinghast, and Philip Crapo, esq., his counsel, as required.

Fees, $1. A. KINGSLEY, *Const.*

Affidavit of W. W. Wetmore.

U. S. CIRCUIT COURT, Nov. Term, A. D. 1832—In chancery.

In the case WILLARD W. WETMORE, complainant,
against
HENRY MATHEWSON and others, respondents. } Before masters.

The said Willard maketh oath that an interlocutory decree was passed in this cause at the last June term of this honorable court,

referring said cause to masters, for the purpose of taking and stating an account between the parties; that the parties, in pursuance of said decree, have been before the masters; this affiant has exhibited his account of charge, and the said Henry Mathewson, in pursuance of the order of the masters, has exhibited his account of discharge. This affiant further states that he has several material witnesses to examine, who reside in the republics of Chili and Peru, in South America, as affiant has been informed, and verily believes, and that he is advised by his counsel that he cannot safely proceed to trial without the testimony of these witnesses. And this affiant further states, that the transactions to which the testimony of said witnesses relates took place in South America, and principally in said republics of Peru and Chili, and that the proof which he expects to obtain from the examination of said witnesses does not, to his knowledge or belief, exist in the United States.

Nov. 10, 1832. W. W. WETMORE.

Sworn to before me,

BENJA. COWELL,
Clerk Circuit Court U. States.

Application for certificate.

U. S. C. COURT, *District of R. I., ss:*

November 19, 1832—In chancery, before masters.

In the case WILLARD W. WETMORE, plaintiff,
against
HENRY MATHEWSON, and others, respondents.

The said Willard W. Wetmore prays the masters to certify that a commission is necessary to issue in the above cause to A Worthington, American consul, Henry Chauncey, merchant, and Edwin Bartlett, merchant, all of Lima, in the republic of Peru, jointly, or severally, to examine witnesses on the part of the plaintiff, in answer to the interrogatories herewith filed; also a commission to issue to Charles Bispham, American consul, and James Swett, merchant, both of Valparaiso, in the republic of Chili, jointly, or severally, to examine witnesses on the part of the plaintiff, upon the said interrogatories herewith filed as aforesaid.

By his solicitors,

WHIPPLE, GREENE & PRATT.

Application for certificate.

U. S. CIRCUIT COURT, *District of Rhode Island, ss:*

Before masters, November 19, 1832.

In the case WILLARD W. WETMORE, plaintiff,
against
HENRY MATHEWSON and others, defendants.

The said Willard prays your honors to certify that a commission is necessary to issue in the above cause to A Worthington,

American consul, Henry Chauncey, merchant, and Edwin Bartlett, merchant, all of Lima, in the republic of Peru, jointly, and severally, to examine Estanisloa Lynch, Phillipi Zaldavia, Cockran, and Robinson, Franklin Tracy, and such other witnesses as may be produced before said commissioners, or either of them, on the part of the plaintiff; and also, that a commission is necessary to issue to Charles Bispham, American consul, and James Swett, merchant, at Valparaiso, in the republic of Chili, jointly, and severally, to examine Don Publio Haker, Hurtz, partner of the late firm of Lynch & Co., and such other witnesses as may be produced before said commissioners, or either of them, on the part of the plaintiff. The examination of said witnesses to be taken in answer to interrogatories by

R. W. GREENE, *Solicitor to orator.*

The further affidavit of W. W. Wetmore.

CIRCUIT COURT OF U. S., *District of Rhode Island, ss:*

In the case WILLARD W. WETMORE, plaintiff, *against* HENRY MATHEWSON and others, defendants. } In chancery.

The said Willard maketh oath that an interlocutory decree was passed in this cause, at the last June term of said court, referring said cause to masters, for the purpose of taking and stating an account between the parties; that the parties, in pursuance of said decree, have been before the masters, and this affiant has exhibited his account of charge, and the said Mathewson his account of discharge. This affiant further states that he has several material witnesses to examine, who reside in the republics of Chili and Peru, in South America, as this affiant has been informed, and verily believes, particularly Estanisloa Lynch, Phillippi Zaldavia, William Cockran, John Paris Robinson, Franklin Tracy, Don Publio Haker, and Charles W. Hurtz, a partner in the late firm of Lynch & Co.

And this affiant further states, that he has other material witnesses to examine besides the above named, but whose names are unknown to this affiant, and also, as this affiant has been informed and verily believes, reside in said republics of Chili and Peru.

And this affiant further states, that he is advised by his counsel that he cannot safely proceed to trial without the testimony of said witnesses; and this affiant further states, that the transactions to which the testimony of said witnesses relates took place in South America, and principally in said republics of Peru and Chili, and that the proof which he expects to obtain from the testimony of said witnesses does not, to his knowledge or belief, exist in the United States.

W. W. WETMORE.

NEW YORK, 26*th Nov.*, 1832.

Sworn before me, this 26th day of November, 1832,

SAM'L R. BETTS,

Judge of the U. S. for the So. dist. of N. York.

Upon the aforegoing order interrogatories were filed, and commissions issued accordingly, as follows:

Commission to A. Worthington, Henry Chauncey, &c. to take testimony.

UNITED STATES OF AMERICA, *Rhode Island district, sc.*

[L. S.] The President of the United States to A Worthington, esq., American Consul, Henry Chancey, merchant, and Edwin Bartlett, merchant, all of Lima, in the republic of Peru, in South America, greeting:

Whereas an application hath been made to have you appointed, jointly and severally, commissioners, to take the depositions of Estanisloa Lynch, Phillipe Zaldivia, William Cochran, John Paris Robinson, Franklin Tracy, and such other witnesses as may be produced before you, or either of you, by complainant hereinafter named, to be used as evidence in a certain suit in equity now pending before the circuit court of the United States within and for the Rhode Island district, wherein Willard W. Wetmore, of the city of New Haven, in the Connecticut district, merchant, a citizen of the State of Connecticut, is complainant, and Cyrus Butler, merchant, and Edward Carrington and Samuel Wetmore, merchants, transacting business in company, under the name and style of Edward Carrington and company, and Henry Mathewson, master mariner, all of Providence, in the Rhode Island district, citizens of the State of Rhode Island aad Providence Plantations, are defendants; and said application having been granted by the judge of the United States within and for said Rhode Island district: Wherefore, reposing in your ability and integrity, you are hereby authorized and requested, jointly or severally, on certain days to be by you appointed for that purpose, to cause said witnesses and all others that may be named and requested by the said complainant, Willard W. Wetmore, his agent or attorney, to come before you, or either of you, and when so present before you, to examine upon oath touching the premises, and to propound distinctly to each witness, when so present, the several direct and cross interrogatories herewith annexed, and the answers each witness shall make to the same to reduce to writing, or cause the same to be done in your presence, or the presence of some one of you; and when each deposition is finished, to cause the deponent to subscribe his name thereto in your presence, or in the presence of either of you.

You are further required, before you proceed to act by authority of this commissioner, to engage yourselves by taking an oath before some magistrate of the country, either in the form used in administering oaths in the United States or in Lima, that you will faithfully execute the duties of your said appointment; you are moreover required, when administering the oath or oaths to the witness or witnesses brought before you, to adopt the form used in the United States or in Lima, agreeably to the desire of your deponent;

provided, however, that each witness swears or affirms to tell the truth, the whole truth, and nothing but the truth, upon his examination in the premises; and you are further required, when you shall have finished taking all the depositions requested by said complainant, to enclose the same under your hands and seals, or the hand and seal of some one of you, together with this commission, and all your proceedings by virtue thereof, and transmit the same to the hon. justices of the circuit court of the United States within and for said Rhode Island district.

Witness the Hon. John Marshall, esquire, our chief justice at Providence, this 23d day of January, A. D. 1833.

BENJAMIN COWELL,
Clerk of said court.

You are moreover required, or some one of you, in all cases where the deponents do not understand the English language, but give their depositions in the Spanish or any other language, you cause the same to be interpreted before reduced to writing as aforesaid, by an interpreter to be sworn to make true interpretations thereof in your presence, or the presence of some one of you.

The oath to be administered to the interpreter may be according to the form used in Lima, or in the United States.

Witness the Hon. John Marshall, esquire, our chief justice at Providence, this 23d day of January, A. D. 1833.

BENJAMIN COWELL,
Clerk of said court.

Interrogatories.

UNITED STATES CIRCUIT COURT, *Rhode Island district.*

WILLARD W. WETMORE, *vs.* HENRY MATHEWSON et al. } In chancery.

Interrogatories to be proposed to Estanisloa Lynch, Hurtz, merchants, and other persons, on the part of Willard W. Wetmore, plaintiff in the above action against Henry Mathewson, Edward Carrington, Samuel Wetmore, and Cyrus Butler, now pending in said circuit court.

First interrogatory. Do you know the parties, plaintiff and defendants, in the title of these interrogatories named, or any, and which of them; and how long have you known them, or any, and which of them, respectively; declare the truth and your knowledge herein?

Second interrogatory. Are you a resident in the republics of Peru, Chili, or Columbia, in South America, or where do you reside; how long have you resided there; did you reside there in the years 1821 to 1827?

Third interrogatory. Did Henry Mathewson, one of the defendants, and master of the American ship Mercury, arrive in Chili,

in the year 1821, with said ship laden with a cargo of munitions of war and other merchandise? If yea, to whom did said Mathewson consign said cargo, and to whom were said munitions of war sold; what were the conditions of the contract between the parties; were all duties accruing on merchandise introduced into Peru, or passed at the custom house by E. Lynch & Co., to be applied towards the liquidation of the purchase of said munitions of war? Please to state the particulars of the contract, and the manner in which payments were made by the Government to the consignee of said Mathewson, and the manner the payments were made by said consignee to said Mathewson. Was three thousand dollars paid to said Mathewson in 1821 or 1822 in paper money of the Peruvian Government, and at what date was it paid?

Fourth interrogatory. Did said Henry Mathewson engage with E. Lynch and others, in the purchase of a quantity of goods, a prize to the Peruvian Government, in a vessel called the Nancy, and which were sold in Lima, in 1822? if yea, please state the parties to said purchase; the amount of profit and loss to each party; what goods were divided between the parties and sent to Guayaquil; what deductions, if any, were obtained from the Peruvian Government on the goods sent to Guayaquil; how were the payments made to the Peruvian Government for the purchase of said prize goods; was any part of said purchase discounted with the Peruvian Government on account of the purchase of said munitions of war from said Lynch; or was any part of the money paid to the Peruvian Government, on account of the purchase of said prize goods, and then paid over by the Government on account of said munitions of war to the said Lynch?

Fifth interrogatory. Was said Henry Mathewson interested or concerned with E. Lynch and others, in the year 1822, in the purchase of a quantity of flour? if yea, how did said Mathewson pay for his proportion of said purchase? Please to state the particulars of said purchase, and the whole transaction, the profit, and loss on the same.

Sixth interrogatory. What was the amount of the balance due from E. Lynch to Henry Mathewson, June, 1822, on account of the sales of the Mercury's cargo, consigned to said Lynch by said Mathewson; and what were the reasons, if any, that said balance was not paid at that time to said Mathewson? Was said balance, or any part, *at the credit of said Mathewson with said Lynch?* if there had have been a loss on said flour, would it have been charged to said Mathewson against said balance?

Seventh interrogatory. In whose name, and for whose account, was the cargo of said ship Mercury sold by E. Lynch & Co. and others, in the year 1821 and 1822, and in whose name was the account current kept in relation to said sales; to whom did it appear, by said account sales and account current, the property belonged; would not said property, so situated, have been liable

for all contracts and debts made by said Mathewson in South America?

Eighth interrogatory. Was there a person known to you at Lima, in the year 1822, by the name of J. S. Martinez? if yea, what was his occupation; was he a merchant, or was he an officer in the military service of the Republican Government? was he a man of property; had he money to loan, or to send on an adventure to Europe, by said Mathewson; did you know of his sending such money? if yea, the amount of the same; did you hear from said Martinez, or any other person, of his sending such money; or did you hear from said Mathewson of his having such money, or adventure of said Martinez? if there had have been such transactions, is it probable you would have heard of them?

Ninth interrogatory. Have you any knowledge that said Mathewson, whilst he was in Lima, in the years 1821 and 1822, rendered assistance to Don Pedro Fernandez, Don Jose Publino, Donna Juanita Publino, and others, their friends, by concealing their money, and for which service said Mathewson received sums of money, and pieces of silver plate, and other articles, as a remuneration for said service; did you know said Don Pedro Fernandez, Don Jose Publico, and Donna Juanita Publico, and their friends? if yea, please to state their occupation, employment, and calling; whether they were merchants and traders, [or] persons of property; whether, in the latter part of the year 1821, and the first part of the year 1822, the political or other circumstances of the country, or the city of Lima, were such as to make it necessary or prudent to employ a transient foreigner to conceal property for the resident Peruvians or Lima citizens?

Tenth interrogatory. On the return of said Mathewson to Chili, in said ship Mercury, in the year 1823, did he consign the cargo of said ship to Lynch, Hurtz & Co., at Valparaiso? if yea, do you recollect, or have you any knowledge that a servant of said Lynch, Hurtz & Co., stole a large sum of money from said Mathewson, whilst he was at Valparaiso, in the year 1823? if yea, what was the amount, and what were the particulars? please to state fully all the circumstances; was it proved said servant committed the theft, and what was the final decision of the matter?

Eleventh interrogatory. On the return of said Mathewson to Peru, in the year 1823, did he consign the ship Mercury and her cargo to E. Lynch & Co.? if yea, have you any knowledge of his bringing an adventure or property for or on account of said J. S. Martinez, the person mentioned in the eighth preceding interrogatory? if yea, of what did said property or adventure consist; was you acquainted with said Martinez? if yea, was he, Martinez, at Lima when said Mathewson returned in 1823; did said Mathewson make any communication that he had such property; had Martinez any wife, or family, or other connexion, residing at Lima; what was the profession or occupation of said Martinez; has there ever been

any enquiry, by Martinez or his friends, for or respecting said Henry Mathewson?

Twelfth interrogatory. Did you know the said Henry Mathewson, whilst he was at Lima, in the year 1821 and 1822, render confidential services to Spaniards, by which he gained or received large sums of money for said services? if yea, please to state the nature of said services, and the amount of money he received for the same?

Thirteenth interrogatory. At the time the ship Mercury was at Guayaquil, in the year 1825, did said Henry Mathewson consign said cargo to Bartlett & Sweet? if yea, were their goods stolen from said cargo whilst they were in the custom or other place? if yea, please to state the articles and their value; whether they were bulky articles, and all and every circumstance connected therewith. In making the sales of the merchandise brought to Guayaquil in the Mercury, did you sell all the goods, as though they belonged to one concern; that is, was you told by Mathewson to keep the account of sales of certain or particular marks by themselves, and to make actual charges that accrued on the separate marks to the sale of those marks; or was all sold as for account of Henry Mathewson, without regard to any other person or interest; if there were different interests or owners in the merchandise, how can it be known by the manner the sales were made out, and the accounts rendered, and mode of ascertaining the duties at the custom-house, what amount [of] duties were to be chaiged to each particular interest in the merchandise; did Mathewson himself sometimes make sales of large amounts of goods, landed at Guayaquil, and sometimes pay over to you money, on account of such sales, without rendering a particular account of the articles sold, or the prices sold for; did he sell goods from the Mercury's cargo, and not pay over the money to you for the same? Please to annex your account of sales, and your account current with Mathewson, touching these transactions; what amount of money did you pay Henry Mathewson, on the closing of the account current, and before his embarking in the steamboat for Lima?

Fourteenth interrogatory. At the time the ship Mercury was at Guayaquil, in the year 1825, was you acquainted with a person by the name of Don Pedro Fernandez, then of that city? if yea, what was his character, business, and occupation; was he a person of property; have you any knowledge of his paying said Henry Mathewson five hundred dollars for his aid and assistance in embarking said Fernandez's money for Payta? if yea, what was the nature of said services, and how and in what manner were they rendered?

Fifteenth interrogatory. At the time said Henry Mathewson was at Lima, in November, 1825, do you recollect a person, or was you acquainted with a person by the name of Don Jose Publico, or did a person of that name reside at Lima? if yea, what was his reputation for property; was he a person of property, or was he poor;

was he a lender of money; do you know of his having loaned said Mathewson money? if yea, what sum, and for how long time, and was it for a period to make a voyage to Manilla and China, and back to South America; at what rate was the interest per annum; was the interest 5 per cent; what was the usual interest of money at that period; is it common for loans to be made by Spaniards or natives to foreigners to make long and distant voyages; did said Jose Publino loan said Mathewson five thousand dollars, or any other sum? if yea, please to state the particulars; was there any registry made thereof at the usual office for registering such transactions; at the aforesaid period, about November, 1825, did you know a person in Lima by the name of Don Pedro Fernandez? if yea, what was his occupation, and was he a man of property; was he a merchant; had he money to loan; did you, or did you not, know of his loaning the said Henry Mathewson a sum of money to make a voyage to China? if yea, what sum, and on what conditions? Please state the particulars, if such moneys were loaned to said Mathewson by said Publico and Fernandez. Please to state if they have been repaid, and when repaid.

Sixteenth interrogatory. Was you at Valparaiso in the latter part of the year 1825, when the ship Superior arrived there from China; did said Mathewson consign any part of the cargo to Alsop, Cryder & Co.? if yea, please to state the particulars; what goods were consigned as cargo, and what as adventures; whether they were all sold together; on which was commission charged, and which were claimed as adventures after the sales were made? please to state particulars; was there any goods lost or stolen from the Valparaiso custom house belonging to the cargo or adventures of said ship Superior, at the period before mentioned? if yea, please to state the articles, their value, &c.

Seventeenth interrogatory. Was you at Lima in the year 1826, when the ship Superior arrived there from China via Valparaiso; was the cargo and adventures on board that ship consigned to Alsop, Wetmore & Co.? if yea, has account sales been rendered of all the cargo so consigned? please state particulars; the date of the account sales, whether there was any goods or merchandise received on account of said cargo from said Mathewson that has not been accounted for in said account sales?

Eighteenth interrogatory. Do you know the American ship Portia, and that said ship was at Coquimbo in March, 1827? if yea, please to state if you knew a Spaniard by the name of Don Pedro Fernandez; was he at Coquimbo at the above period; is he a man of property; is he a merchant, or what is his profession? Do you know that said Fernandez loaned said Henry Mathewson a sum of money in March, 1827? if yea, what sum, and for what conditions; did Mathewson give his note for the same, and on what terms and conditions? Please to state particularly. Do you know that said Fernandez placed in the hands of said Mathewson, in said March,

1827, at Coquimbo, a sum of money to be by said Mathewson invested in copper for said Fernandez; was such investment made, and for what amount, and what conditions? Do you know that said Mathewson has made any returns to said Fernandez for said loan, or for said copper? Please to state fully your knowledge in these matters.

Nineteenth interrogatory. Do you know a person by the name of Don Publo Haker? if yea, where was his residence in 1823, and where does he now reside; what was his business or occupation; was he a man of property; had he money to loan; did he, to your knowledge, loan the said Henry Mathewson, at Lima, in the year 1823, three thousand dollars, on interest, or any other sum? if so, what sum, and on what condition, and when was the same repaid? please state particularly all circumstances in relation thereto; was said money loaned to Mathewson to make a voyage from Lima, in 1823, to China in the ship Mercury, and back to South America in said ship; if there had been such persons at Lima, in November, 1823, is it probable you would have known him; did you hear said Haker inquire for said Mathewson?

Twentieth interrogatory. Do you know a person by the name of Donna Juniata Publino; did she reside at Guayaquil in the year 1825; have you any knowledge that said Henry Mathewson purchased for her five thousand specie dollars, for which she paid him two hundred dollars as a commission?

Twenty-first interrogatory. Were you knowing to the charter of the ship Mercury by Henry Mathewson about the month of May, 1822, to a person by the name of Rodolpho, to make a voyage from Lima to Gibraltar? if yea, please to state the terms of said charter; was it for the whole ship; was any part of said ship reserved by said Mathewson; what was the amount of money agreed to be paid for the charter; what was the amount of the primage allowed by said Rodolpho to Mathewson; was there any other sum allowed said Mathewson by Rodolpho, by name of primage, commission, gratuity, or by any other name?

Twenty-second interrogatory. Do or do not captains and supercargoes of vessels trading on the coast of Chili, Peru, Columbia, and Mexico carry on the trade of said vessels and cargo in their own name; is the property of said vessel and cargo held for contracts, engagements, and negotiations made with the Peruvians, Chilians, Columbians, and Mexicans, by said masters and supercargoes? Do those persons who have dealings, contracts, and negotiations of buying and selling, lending of money, or any other transactions with said captains and supercargoes look to all and any property in the hands and under the control of said captains and supercargoes as liable for all demands against them? Do the laws, customs, and usages of the republic of Chili, Peru, Columbia, and Mexico give the creditor a lien on such vessel and cargo for all contracts and engagements made by the captains and supercargoes of every

description; what were the rates of interest of money in 1823 to 1826, when loaned on a term of time, say for one or two years; what is the legal rate of interest of Peru and Chili, when loans are made by citizens or Spaniards amongst themselves; what are the usual modes of securing the lender of such money; what form of registry is made to give authority to the negotiations of lending money by Spaniards or natives between themselves; what was the duty in 1823, on the export of doubloons from Chili.

Twenty-third interrogatory. If an American shipmaster or supercargo, or other person, had have been detected in Lima, or other place, in the republics of South America, in the years 1821 and 1822, of having secreted, and in his possession, the property of old Spaniards, what would have been the consequences (under the then existing laws of the republics, and the relations of said republics with old Spain,) on such American shipmaster, or other person, and on the ship and property which said master and other persons had under their control and management? Please also to state the condition of the country, and was it in a state of revolution at the periods before mentioned?

Twenty-fourth interrogatory. Do you know any other matter or thing, or can you state any thing that will be beneficial to the plaintiff in this cause? If you can, please to state the same fully and at large, as if you were specially interrogated thereunto.

By his solicitors.

R. W. GREENE, and
PETER PRATT.

Dec. 14, 1832.

Cross-interrogatories.

UNITED STATES CIRCUIT COURT, *Rhode Island district.*

WILLARD W. WETMORE
vs.
HENRY MATHEWSON et al. } In chancery.

Cross interrogatories to be proposed to Estanisloa Lynch, Hurtz, merchants, and other persons, on the part of Henry Mathewson, one of the defendants in said action now pending in said circuit court.

First cross interrogatory. Did not the Peruvian Government place in the hands of E. Lynch & Co., in the year 1822, the cargo of the brigantine Olive Branch, and of a certain schooner for sale to raise money to pay for said munitions of war? Did not said E. Lynch & Co. have the same sold at auction by John Thwaits, and according to the course of business there received payment for the same, one-third in paper money, and two-thirds in specie, or nearly in those proportions? Was there not a deficiency of the specie so received to make full payment for said munitions of war?

Did not the said Lynch & Co. advise the said Mathewson to receive as much of said paper money in payment as he could get exchanged for specie? Did not the said Mathewson receive a large amount of said paper money, and exchange the same, or procure the same to be exchanged by brokers, for specie at a discount? Please to state all you know relative to these transactions, and especially all you know as to the amount of paper money so received by said Mathewson, and the amount exchanged by him, and by others for him, and at what discount, and also the accustomed discounts that were made at that time and place on such exchanges.

Second cross interrogatory. Did not the said Estanisloa Lynch in the first place apply to the officers of the Peruvian Government to purchase the Nancy's cargo, and to take the same on account of the moneys due from them for the sales of said munitions of war, and did not said officers wholly refuse to take payment in that way, and did he not afterwards purchase the same cargo, to be paid for when demanded without any reference to said munitions of war or the moneys due from Government therefor? Was not the Nancy's cargo paid for out of the proceeds of the sale thereof without any reference to said munitions of war, and before the greater part of said munitions of war were paid for? Did not the officers press the said Lynch hard for the payment of the said Nancy's cargo, and threaten to shut up his store in consequence of the non-payment long before they paid for the munitions of war? Was the said Mathewson, by the contract with said officers for said cargo, in any way liable to said Government or officers for the purchase? and was not his liability wholly to the said Lynch and the other purchasers of said cargo?

Third cross interrogatory. Was not the contract between E. Lynch and others, (the purchasers of the flour mentioned in the fifth direct interrogatory,) and the said Mathewson, that he, the said Mathewson, should have one-sixth part of the net profits made on said flour as a compensation to him for getting the refusal thereof without his becoming responsible for the payment for the same, or suffering any part of the loss, should any happen, on such speculation? Did not the said Lynch at that time pay the said Mathewson, on account of said munitions of war, several thousand dollars more than what he had then received from said Government on that account; and was not much of said flour at the time of said payment unsold, and the speculation then unclosed and left uncertain whether there would be a profit or a loss thereon? Did not said Mathewson, on the fourteenth day of June, 1822, in a letter of that date, give said Lynch written instructions to remit his proportion of the net profits which might arise on said flour speculation to him, the said Mathewson, at Providence, Rhode Island, and also to remit the balance due for the said munitions of war imme-

diately on its being collected to Edward Carrington & Co. and Cyrus Butler at said Providence?

Fourth cross interrogatory. Was it not well known by E. Lynch & Co. and others at Lima, in the years 1821 and 1822, that the ship Mercury and cargo belonged to Edward Carrington & Co. and Cyrus Butler, and that the sales of said munitions of war and other cargo were made on their account, and for their exclusive benefit; and was not the accounts kept in the name of Henry Mathewson for convenience, and in accordance with the custom of the place, without any request to do so from the said Mathewson; and did not the said Lynch in reply write and send to said Mathewson a letter of the same date in reply, and engage to remit to said Mathewson his said proportion according to said instructions.

Fifth cross interrogatory. Is it not usual and customary on the west coast of America, when a master or supercargo purchases goods or takes up money on account of his owners on a credit, for the person so giving the credit to enquire or ascertain whether the master or supercargo has authority to make the purchase, take the credit, and bind said owners by the contract so made?

Sixth cross interrogatory. Are not the laws at Lima, Valparaiso, Guayaquil, and Mazatlan the same as in other mercantile countries, relative to the responsibility of owners, ships, and cargoes, for contracts made by masters and supercargoes? If not so, please to point out the difference.

Seventh cross interrogatory. Did you ever know of an instance, at either of those places mentioned in the preceding cross interrogatory, of a ship or cargo being taken or holden responsible by any process of law for any private debts contracted by a master or supercargo in his own name, for his own private benefit, profit, and advantage, and especially when it was known to all the parties at the time that it was so contracted? If you ever knew of any such instance, please to name the ship or cargo, the master or supercargo, the person who took and held the same, and the time and place when and where the same happened, together with all the circumstances attending the same. Do you know of any public law of either of those places, and which of them, that would create such a liability of a ship and cargo for such a debt? If such a law does exist, please to give a transcript of the same if in your power, and if not in your power, state the substance thereof as particularly as may be, and say by what authorities it was made or enacted.

Eighth cross interrogatory. What knowledge have Bartlett & Swett, or either of them personally, or by information from others, and from whom, relative to certain moneys and other property shipped by the said Mathewson on board the steam brig Tellica at Guayaquil in 1825? Did not one of the same house of B. & S. assist in putting said property on board said boat? If yea, what was the property so put on board? Please to state all the circumstances particularly.

Ninth cross interrogatory. Would a Spanish royalist, who had been ordered to leave the country in the years 1821 to 1825, have been likely to have gone before a public notary, or other authority, or officer of the country, to have registered a contract for the loan of money to any person? Would he not have been interested to conceal his money and loans of money?

Tenth cross interrogatory. Were not Lima and Valparaiso in a very unsettled and disturbed state in the years 1821 and 1822? Were not the natives of old Spain, then residing in Lima, Valparaiso, and other parts of South America, who were, or who were suspected to be, unfriendly to the revolution, in an unpleasant and perilous situation? Were not their persons often arrested, and their property often seized and confiscated by Government? Do you know, have you heard, or have you good reason to believe, that they often concealed much of their property, and especially their money, from the officers of Government, the patriots of the country, and from foreigners residing there who were friendly to the patriot cause? Did not many of them, who were possessed of large property, assume the appearance of poverty through fear of having their property taken from them? Was not money supposed to belong to them often found buried in the earth? Did not the officers of the customs, in divers instances, seize the money of those persons when attempting to transport it out of that country? Were they not often secretly aided and assisted by foreigners to get their property out of the country? Was not the said Mathewson in those years acquainted and intimate with many of those Spanish royalists, and with those who were ordered by the Government to leave the country? Would not those royalists be more likely to place confidence in foreigners, whose residence was temporary, and whom they well knew, than in any native patriots or foreigners permanently settled in business, and whose interest would be to obtain the friendship of the officers of Government, and of the patriots of the country? Would not the royalists be more likely to apply to such a foreigner for aid in their troubles, than to any one who was residing there for many years, and friendly to the patriot cause?

Eleventh cross interrogatory. Have you any knowledge how and in what sums the said Mathewson received his money from Lynch, Hurtz & Co. at Valparaiso in the year 1823, and how he conveyed the same on board his ship? If yea, relate the same particularly? Did the said Mathewson occupy a room in a house of the said Lynch, Hurtz & Co., and there deposite his money from time to time as he received it, until he had an opportunity to smuggle the same on board? Do you know that the said Mathewson, at the time he resided there, did complain of having stolen from him out of his bureau, thirty-nine doubloons, or any other quantity, by a servant or steward of the said Lynch, Hurtz & Co., and was the said servant or steward afterwards arrested on the charge and confined in

prison a long time thereon? If you have any knowledge of any of the above matters in this interrogatory, relate the same and all things connected therewith as fully as if you were specially interrogated thereunto.

Twelfth cross interrogatory. Do you not know that a store occupied by the custom house, in which the said Mathewson had his goods deposited at Guayaquil in the year 1825, had a hole cut through the outer side near where said goods lay, and were not divers trunks and packages of said goods stolen therefrom, and a quantity of chinaware broken and destroyed? Did not the said Mathewson make complaint to the Governor for redress without effect? Please relate all you know on the subject.

Thirteenth cross interrogatory. Did the said Henry Mathewson to your knowledge take any receipts from Alsop, Wetmore & Cryder, his consignees, for the goods of the Superior's cargo at Valparaiso in 1826, consigned and delivered to them? If yea, which of them, or was the business transacted in confidence without receipts being from them to him. Have you a personal knowledge of the precise quantity of goods delivered by the said Mathewson to his consignees, or of the precise quantity which was taken into the custom house stores for said consignees? If yea, name them. Might not goods have been stolen or lost from said custom house stores, or from the stores of the consignees, without your having any personal knowledge of it?

Fourteenth cross interrogatory. Did not the said Mathewson make known to the consignee of the cargo of the ship Mercury, named in the seventh direct interrogatory on the part of the plaintiff, that said cargo belonged to said Cyrus Butler and Edward Carrington & Co.? Did he give any directions in whose name said accounts named in said seventh direct interrogatory, should be kept? Were not said accounts kept in the form in which they were exhibited, because said consignee himself considered that form the customary form, and the most proper one?

Fifteenth cross interrogatory. Was not the flour of the Mercury's cargo, which was consigned to E. Lynch & Co. for sale, delivered to them at Callao in July, August, and September, 1823, and were there not two barrels of the same flour stolen from the wharf or landing place after being landed, and after the same had been receipted for by the agent of said Lynch at Callao? (*Note.*—This question is expressly for E. Lynch.)

Sixteenth cross interrogatory. Did not the said E. Lynch & Co. receive a number of boxes of segars and firkins of butter from the cargo of the ship Mercury in November or December, 1823; and were there not about eighty boxes of segars left in the custom-house store at Lima, they not being able to sell them for enough to pay the duties? Were there not five firkins of butter detained at the custom-house at Lima belonging to said Mercury's cargo, on account of some informality of the entry; and did you not say that

the expenses of petitioning and recovering the same would be more than what they would sell for; and, on that account, did you not advise said Mathewson not to have any thing done about it?

(*Note.*—This question is also expressly designed for E. Lynch.)

Seventeenth cross interrogatory. Was it not a common occurrence for goods, after they were landed at Callao, to be stolen there, and on their passage from Callao to Lima, and after their arrival at Lima to the consignees; and have there not instances of this kind happened as to goods consigned to you?

Eighteenth cross interrogatory. Were there not several instances, to your knowledge, where masters of vessels were detected by the officers of the custom-house in smuggling money from Lima to their ships, and were not those difficulties usually settled by a bribe to the officer? Do you know of any ship being seized by Government on any such accusation?

PHILIP CRAPO,
JOSEPH S. TILLINGHAST,
Solicitors, and of counsel for defendant, H. Mathewson.

December 24, 1832.

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE U. S. CIRCUIT COURT,
IN PROVIDENCE, *January* 22, 1833.

I certify the preceding pages to contain true copies of the direct and cross interrogatories on file in this office in said case, duly examined by me.

BENJAMIN COWELL, *Clerk.*

Personally appeared before me, Belford Hinton Wilson, esq., H. B. M. consul general in the republic of Peru, Asa Worthington and Edwin Bartlett, esqs., who voluntarily and severally make oath and declare, that they will duly and faithfully execute the trust reposed in them by a commission issued under the authority of the United States circuit court for the district of Rhode Island, in the case of Willard W. Wetmore versus Henry Mathewson et alio, and form of which commission is hereunto attached.

A. WORTHINGTON,
EDWIN BARTLETT.

Sworn before me, at the British consulate general, in Lima, this seventeenth day of October, one thousand eight hundred and thirty-three. [L. S.]

BELFORD HINTON WILSON,
H. B. M. consul general in the republic of Peru.

Return of Commissioner.

I, Asa Worthington, one of the commissioners named in the commission hereunto annexed, certify that, before I proceeded to act by authority of the same, I did personally appear, on the seven-

teenth day of October, in the year one thousand eight hundred and thirty-three, in the city of Lima, in the republic of Peru, before Belford Hinton Wilson, esq., his Britannic Majesty's consul general for said republic, and who is duly authorized to administer oaths, and was then and there duly sworn before him upon the holy evangelist of Almighty God, to the faithful execution of the trust reposed in me by virtue of said commission.

And I further certify that, under and by virtue of said commission, afterwards, to wit, on the twentieth day of April, in the year one thousand eight hundred and thirty-four, at said Lima, I caused the witness, Edwin Bartlett, whose deposition is hereunto annexed, to come before me; when being duly sworn before me to testify the truth, the whole truth, and nothing but the truth, in answer to the interrogatories hereunto annexed, the oath being duly administered upon the holy evangelist of Almighty God, I propounded to the said witness the several direct and cross interrogatories hereunto annexed; and the answers which said witness made were by me immediately caused to be reduced to writing in presence of said witness; and when the answers of said witness to all the interrogatories aforesaid were given and finished, I caused the said witness to subscribe the same with his name; and the depositions hereunto annexed are the answers given by said witness in manner as aforesaid.

A. WORTHINGTON, *Commissioner.*

Deposition of Edwin Bartlett.

The depositions of Edwin Bartlett, one of the witnesses examined before Asa Worthington, by virtue and in pursuance of the annexed commission.

To the first direct interrogatory the deponent answers and says, that he knows personally Willard W. Wetmore, plaintiff, Henry Mathewson, Edward Carrington, Samuel Wetmore, and Cyrus Butler, defendants; his acquaintance with all is slight, except with Henry Mathewson, with whom he was in the habit of daily intimacy for several months at Guayaquil, in the year 1825.

To the second direct interrogatory the deponent answers and says, that he resided in Guayaquil from the latter part of 1824 until the latter part of 1829, since which last period he has been, and now is, a resident in Lima, in Peru; he visited the United States twice during the years 1826 and 1832.

To the third direct interrogatory the deponent answers and says, that he knows nothing of the transactions referred to.

To the fourth direct interrogatory the deponent answers and says, that he is ignorant of the transactions referred to.

To the fifth direct interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the sixth direct interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the seventh direct interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the eighth direct interrogatory the deponent answers and says, that he was first in Lima in the year 1824, and knows nothing of J. J. Martinez.

To the ninth direct interrogatory the deponent answers and says, that he knows nothing of the transactions referred to.

To the tenth direct interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the eleventh direct interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the twelfth direct interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the thirteenth direct interrogatory the deponent answers and says, that, in the year 1825, Henry Mathewson consigned the cargo of the ship Mercury to Bartlett and Swett, in which house he, the deponent, was a partner at Guayaquil; the said Mathewson, at the time of his arrival, stated to the deponent that he had thrown overboard a part of his cargo on his voyage from Canton to Mexico, and wished to have a note or memorandum added to his manifest stating this fact, and that in consequence thereof he knew not the exact quantity of goods he had on board, upon a pledge on the part of the deponent to the administrator or collector of the customs, that the entire cargo should be discharged immediately and deposited in the custom-house stores, where an exact account should be taken. This note or memorandum was admitted with the manifest. That the entire cargo was forthwith discharged, and placed in the custom-house stores, the deponent believes, in two or three days at furthest, and an exact account of the same taken and lodged in the archives of the custom-house at the time of concluding the discharge of the cargo; the deponent, at the request of said Mathewson, asked the administrator to deposite the stores of the ship Mercury, and the baggage of the said master in a store nearer to the ship, and at a distance of a few hundred yards from the custom-house, which was granted, and the said stores and several trunks were so deposited. A few days afterwards it was found that the warehouse where the said stores and trunks were deposited was broken into from the back part, and on examining the trunks the said Mathewson told the deponent that several articles had been stolen therefrom; he only recollects that one of the trunks was said by Mathewson to have contained some combs; none of the trunks or packages deposited in said store contained, to the knowledge of the deponent, any part of the cargo of said ship Mercury, nor would the deponent have consented that any part should have been placed there, as he had pledged himself to have the entire cargo placed in the custom stores. No part of the cargo placed in the custom-house stores was stolen or lost. The goods received per ship Mercury, and sold by the deponent in Guayaquil, were of va-

rious marks; but except some few trifling articles, which the deponent thinks belonged to Captain James, master of said ship, all the cargo was sold as on account of, and by order of, the said Mathewson, and no other owner was known to the deponent. Bartlett and Swett had no orders, to the knowledge of the deponent, to keep any separate account of marks or numbers. The invoices of the cargo were never delivered to the deponent, *and* to any one connected with his house; and in every thing relating to the business of said cargo the said Mathewson was considered the sole representative, and no distinct interests were known to the deponent. When the first accounts were rendered to Mathewson, a statement of the duties was obtained, and the gross sum of duties charged in account current with him. This account of duties contained several errors made by the clerks in the custom-house, which could not be corrected before the said Mathewson's departure; but they were afterwards rectified, and the difference was credited to Mathewson in an after account current. The deponent is not able to state the details of said duties; they may be obtained from the custom-house in Guayaquil, and the deponent thinks a copy in detail was furnished to the said Mathewson by Bartlett and Swett. The said Mathewson, during his stay in Guayaquil, took from time to time packages of goods from the custom-house to his lodgings, where he sold them at retail, and afterwards requested Bartlett and Swett to place in their account of sales some, if not all, of the said articles, and to charge him, the said Mathewson, with the amount of the same; that the said Mathewson presented to Bartlett and Swett, at the time they were making up their account sales, a note of such sales as he had made himself, and wished included in their account. The deponent does not recollect whether the note of sales rendered by Mathewson, and included in Bartlett and Swett's account of sales, embraced all the goods taken by Mathewson to his house, or only a part of them. The account sales and accounts current annexed to this deposition, and countersigned by the deponent, he, the deponent, declares to be true copies of the accounts rendered by Bartlett and Swett to said Mathewson touching said transactions. The amount of three thousand nine hundred and twenty-three dollars five and three-quarters reals charged in the account current, bearing date 10th September, 1825, the deponent declares was paid to the said Mathewson, at or about the time of his, the said Mathewson's, departure from Guayaquil, in September, 1825, and no other money was paid to the said Mathewson by the deponent, or his house, at or about that time, to the knowledge of the deponent.

To the fourteenth direct interrogatory the deponent declares and says, that he knows nothing of Pedro Fernandez, and that he never heard of any person paying the said Mathewson for embarking money at Guayaquil.

To the fifteenth direct interrogatory the deponent answers and says, that he was not in Lima from the year 1824 until 1828; that he

never heard of such a person as Don Jose Publino; that he has never known money loaned in Lima at a lower rate of interest than one per cent. per month; that he, the deponent, never heard of such a person in Lima as Don Pedro Fernandez.

To the sixteenth direct interrogatory the deponent declares and says, that he was not in Valparaiso in 1826, and knows nothing of the transactions alluded to.

To the seventeenth direct interrogatory the deponent declares and says, that he was not in Lima in the year 1826; that since the year 1829 he the deponent has been, and is now, a partner in the house of Alsop & Co., and has had access to all the books and accounts of the late firm of Alsop, Wetmore & Co., and that the annexed accounts, countersigned by him the deponent, and marked A, B, C, are true extracts from the books of the said Alsop, Wetmore & Co.

To the eighteenth direct interrogatory the deponent declares and says, that he knows nothing of the transactions referred to.

To the nineteenth direct interrogatory the deponent declares and says, that he knows nothing of Pablio Haker—he never heard of his name before.

To the twentieth direct interrogatory the deponent declares and says, that he has never heard of Donna Juanita Publino in Guayaquil, and that he never heard of any lady there so lavish of her money as to pay four per cent. for purchasing dollars. Mr. Mathewson was a favorite of the ladies in Guayaquil, but the deponent always supposed that he was the dispenser, not the recipient, of bounties.

To the twenty-first direct interrogatory the deponent declares and says, that he knows nothing of the transactions referred to.

To the twenty-second direct interrogatory the deponent declares and says, that it is an almost universal custom in all the ports of Chili, Peru, and Columbia, for supercargoes to consign their vessels and cargoes, as if the same were their own property, and no questions are asked to whom the property belongs. All transactions made with such supercargoes are made in the understanding that the cargo and property they represent are pledged for a fulfilment of their contracts. The consignees, and others having dealings with such supercargoes, look to all property under their charge as liable for any engagements made with them, and the accounts are generally kept with such supercargoes as owners of such property. Having cargoes and property in their possession, and under their control, gives them a credit they could not obtain upon their personal responsibility alone. Such property, it is believed, would be held responsible, by the laws of these countries, for any engagement made here by such supercargoes. The lowest rate of interest ever known by the deponent in Lima is one per cent. per month. At present there is no law in Peru against usury. The customary rate of interest, where no contract is made, is twelve per cent. per annum. The usual mode of securing the lender of

money in this country is by a note of hand upon stamped paper, by a bond and mortgage made before a public notary, or by a writing termed *escritura* before a notary, pledging all the property held by the borrower. This last mode gives priority to such obligations over common notes of hand.

The deponent does not know what were the duties of exports on doubloons, in Chili, in 1823. They are now, and have been for many years, free.

To the twenty-third direct interrogatory the deponent declares and says, that not having been in Lima in the years referred to, he declines giving any opinion upon this question.

To the first cross interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the second cross interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the third cross interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the fourth cross interrogatory the deponent answers and says, that he knows nothing relating thereto.

To the fifth cross interrogatory the deponent answers and says, that it is customary, when masters or supercargoes require to make purchases or obtain credits from their consignees, to grant such credits, or permit the said masters or supercargoes to make such purchases on the responsibility of the consignees, to the extent, or near the extent, of the value of property placed in charge of such consignees, without any questions being asked as to the proprietorship of said property, or whether the said master or supercargo has any authority from the owners. Were credits or advances required beyond the amount of property in hand, authority would be demanded for the security of the consignee or person making such sales or advances. In short, the master or supercargo is always considered as the owner of the property he represents, and the property held to be responsible for all advances made to such master or supercargo.

To the sixth cross interrogatory the deponent answers and says, that, in the opinion of the deponent, the universal custom on the west coast of South America, of holding the property represented by masters and supercargoes responsible for their engagements, establishes the principle of law in those countries; and that the courts of Chili, Peru, Columbia, and Mexico, would decide such to be a law of custom, even if no statute could be found to warrant such a decision.

To the seventh cross interrogatory the deponent answers and says, that no case has ever come to his knowledge where the question of liability of property for engagements of master or supercargo has been tested at law; that he knows of no statute touching the subject, and should plead, in a case of his own, the law of custom.

To the eighth cross interrogatory the deponent answers and says, that he knew of no property or money shipped on board the steam

brig Tellicoe, in Guayaquil, in 1825; that after the explosion of said steamboat he heard that the said Mathewson had lost a large sum of money—and in conversation with Captain Proodfoot, of the English ship Carmen, or Young Carmen, the said Proodfoot told him, the deponent, that he, the said Proodfoot, carried on board the said steamboat some doubloons for said Mathewson, and that afterwards he, the deponent, obtained from said Proodfoot a deposition to that effect, which he sent to said Mathewson; that he has no recollection of ever having heard his late partner, Charles G. Swett, of Guayaquil, who was the only person then connected with his house, say that he carried money on board the said steamboat; that on return of said steamboat to Guayaquil for repairs, he, the said deponent, obtained permission of the Intendente to go on board and search her for the gold said to have been lost by the said Mathewson; that, in company with the British consul then in Guayaquil, he, the deponent, went on board and had a thorough search in every part of the vessel, and of all the trunks, bags, clothing and persons of the seamen, and found only a few small coins, some of which appeared to have been exposed to the action of fire, and a few trinkets which were taken by the British consul and afterwards identified as belonging to one of the passengers killed by the explosion of the powder in said steam vessel.

To the ninth cross interrogatory the deponent declares and says, that he thinks there may have been cases where royalists may have been desirous to conceal all clues to their property, but he has known of no cases where loans have been made to neutrals for the security of property.

To the tenth cross interrogatory the deponent declares and says, that he was not in Lima during the years 1821 and 1822, and has no personal knowledge of the condition of the country in those years.

To the eleventh cross interrogatory the deponent declares and says, that he knows nothing relating thereto.

To the twelfth cross interrogatory the deponent declares and says, that he has answered in substance this question, in his reply to the thirteenth direct interrogatory. The deponent distinctly recollects, that when the store where the ship stores and a part of Mathewson's baggage were deposited was found to have been broken into, one of the officers of the customs preferred a charge against Bartlett & Swett, alleging that they had placed a part of the Mercury's cargo there, and had themselves secretly entered the store and removed the goods; and that, on a representation of the case being made to the Intendente or Governor of the place, the said officer was severely reprimanded, and this complaint dismissed. The deponent does not believe that property to any considerable value was ever deposited in or stolen from the said store.

To the thirteenth cross interrogatory the deponent answers and says, that he has no knowledge of the transactions referred to.

To the fourteenth cross interrogatory the deponent answers and says, that he knows nothing relating to the same.

To the fifteenth cross interrogatory the deponent declares and says, that he knows nothing relating thereto.

To the sixteenth cross interrogatory the deponent declares and says, that he knows nothing relating thereto.

To the seventeenth cross interrogatory the deponent declares and says, that he has been in business in Lima for four years, as a partner in the house of Alsop & Co., and has in that time sold a large amount of property deliverable in the city of Lima, and has never suffered any single loss amounting to one hundred dollars in the transmission of goods from the port to the city. Occasionally packages have been opened and plundered on the road; and sometimes they may have been lost. Both cases are unfrequent. The carriers of the goods are held responsible for their safe delivery.

Packages of goods have been sometimes plundered in the custom house, and in one instance only within the knowledge of this deponent a package, deposited in the custom house, has been lost. This was a case of wax.

To the eighteenth cross interrogatory the deponent answers and says, that he has known several cases where masters of vessels have been detected in smuggling money from Lima to their ships; and he believes in some instances they may have been settled by a bribe. He knows of no ship seized by the Government for such an offence by a master.

EDWIN BARTLETT.

A. WORTHINGTON, *Commissioner.*

(Copy.)

Memorandum of goods delivered to and by order of Captain H. Mathewson, from June 13th to August 11th, 1825.

Date.	Mark.	Number.	Articles.
June 13	(P) M	128	1 case crape shawls.
" 14	[F]	1	1 " 7-4 satin shawls.
			16 pairs ladies' shoes.
" 16	T	5	1 trunk.
" 18	[M]	102	1 case crape dresses.
	(P) M	146	1 " shawls.
			12 pairs women's shoes.
" 28	B	5	1 case crape dresses.
	(P) M	76	1 " shawls.
			1 box wine.
July 2	"	140	1 case crape shawls.
" 9	"	–	1 cask wine.
" 9	"	–	1 case gin.
" 9	[M]	119, 122	2 cases combs.
	(P) M	37	1 case crape shawls.
" 11	[M]	237	1 " " and 75 scarfs.
		8	Boxes hats (shipped per General Smith to Lima.)

Memorandum—Continued.

Date.	Mark.	Number.	Articles.
		36	Zeroons coffee (shipped per Gen. Smith to Lima.)
July 12	–	–	1 trunk caps do do do
		104	1 box crape shawls, delivered to C. H. Cristiansun, per his order.
" 12	"	259	1 box fire crackers, do do do
" 13	"	–	1 package of combs from a case in C. House.
" 27	(P) M	107	1 case crape shawls.
" 29	[M]	–	1 box combs.
	"	1	1 box women's shoes.
August 3	(P) M	111	1 do crape shawls.
	[M]	123	1 do fans.
			1 do women's shoes, } Delivered some time since
			1 do men's do } from custom house.
" 11	"	106	1 case crape dresses.
" 11	(P) M	109	1 do shawls.

E. E.

(Signed) BARTLETT & SWETT.

GAUYAQUIL, *August 11th*, 1826.

Countersigned EDWIN BARTLETT.

The foregoing is one of the accounts referred to by Edwin Bartlett in his answer to the thirteenth direct interrogatory.

A. WORTHINGTON.

(Duplicate copy.)

Henry Mathewson, esq., in account current with Bartlett & Swett.

1825.	Dr	
June 11	To cash, porterage of your baggage – – – –	$2
13	" cash paid you on account – – – –	1,000
13	" " C. Manchester, per your verbal order – –	533 4
14	" " you on account, 1 ounce – – –	17
29	" " " " " – – –	5
July 9	" " for 142¼ Castillanas gold dust, at 18 rls. –	320 0½
10	" " for 19½ " " " –	221 5
11	" " your order favor David Proudfoot – –	300
	" " M. De la Rocás bill of export duties on a bar of silver sold you at Mazatlan – – –	99 4½
11	" " M. De la Rocás for a sack of rice – –	10
16	" amount of our acceptance your draft in favor of David Proudfoot – – – – – –	10,000
23	" cash paid your order on us, favor E. J. Amador – –	1,099
	" " 1 dozen cotton stockings – – –	13
	" " your order on us favor D. Proudfoot – –	200
	" 1 piece crossbarred hdkfs., taken for case [M] No. 6 –	19
Aug. 27	" amount sales sundries sold by you, as per account rendered	4,612 4
Sept. 4	" 1 crape shawl – – – – – 7	
	" 1 trunk delivered Captain Proudfoot – – 8	
		— 15
9	" cash paid E. J. Amador for your passage to Chorillos, per steamboat – – – – – –	150

Statement—Continued.

	To our draft in your favor, dated this day, on Alsop & Wetmore, Lima, payable afloat, at ten days sight, in Spanish milled dollars, for		$10,000
	Amount carried over		$28,617 2½
1825.	Amount brought over		$28,617 2½
Sept. 4	To 4 per cent. advance on draft on Alsop & Wetmore, say on $10,000		400
4	" cash shipped on board the cutter Fifeshire for Lima, on your account, in Spanish dollars		10,000
	" cash paid duties on the above $10,000, at 3 per cent.		300
	" 1 per cent. premium on $5,000 Spanish dollars		50
	" cash paid porterage on $10,000, per Fifeshire		2 4
	" 10 bags for same		2 4
	" duties on goods sold and on hand, including those shipped from store, per Fifeshire; also ship's stores, valued at custom house at $46,234 3½.		
	At 20 per cent. $9,246 7		
	3 per cent. additional duty consump. 1,387 0½		
			10,633 7½
	" Cash paid you balance of account		3,923 5½
			$53,929 7½
1825.	Cr.		
June 28	By amount of sundry goods sold by Chs. Manchester, 2d mate of ship Mercury, to Carlito Martinez, received by us		$533 4
Aug. 5	" cash received from him in Spanish dollars		1,000
" 10	" amount bill against ship Mercury, stripping ship, &c.		269 3
" 15	" cash received of him in ounces		1,600
Sept. 21	" " " "		629
	" a portable Chinese bedstead and washstand sold C. G. Swett		70
	" 2 crape dresses sold same, at $10		20
8	" cash received of him in gold and silver		629
	" proceeds at auction of—		
	1 broken set of china $10 2		
	2 pagados 8		
	22 casters 6		
	24 2		
	Less auctioneer's commissions 1 1½		
			23 0½
	" cash received of him in ounces		238
	Amount carried over		$5,011 7½
1825.	Amount brought over		$5,011 7½
Sept. 10	By net proceeds of ship Mercury's appurt'es, stores, &c., as per account sales of this date		3,205 1½
	" net proceeds of sundries received for ship Mercury, as per account sales of this date, herewith		45,712 6½
			$53,929 7½

N. B. In the custom house account there are several errors, which we shall endeavor to have corrected; and as soon as a detailed account can be obtained it will be forwarded. The correct duties will probably be less than the above charge.

E. E. (Signed) BARTLETT & SWETT.

GUAYAQUIL, 10*th September*, 1825.

True copy: EDWIN BARTLETT.

The foregoing is one of the accounts referred to by Edwin Bartlett in his answer to the thirteenth direct interrogatory. A. WORTHINGTON.

(Copy.)

Henry Mathewson, esq., in account current with Bartlett & Swett.

	Dr.			
Oct. 26	To this amount shipped on board U. S. [ship] Peacock, as per receipt forwarded you			$1,000
	" 4 pr. ct. advance on same			40
31	" cash paid consulate bill, copying protest, 2 reports of survey, &c.			34
	" this amount due by B. Aylardo, on acct. of goods sold him, and credited in acct. sales, 10th Sept. last			750
	" this amount due by J. Garcia, on acct. do., and credited on same			199
	" cash paid consular certificate, to acct. sales ship Mercury and appurtenances			2
	" cash paid consular certificate, to D. Proudfoot's certificate of shipment of doubloons			2
	" balance due H. Mathewson			2,088 1
				$4,115 1
	Cr.			
Sept. 20	By this amount overcharged in duties on goods per Mercury, viz:			
	Charged in acct. of 10th Sept. last, as pr. 1st custom-house return		$10,633 7½	
	Deduct this amt., being actual amt. as per 2d return		10,040 0½	
				$593 7
Oct. 24	By proceeds of sundry small articles sold at auction, belonging to ship Mercury			35 3
31	" this amount abated on storage of goods, pr. ship Mercury			100
	" 6 shawls, delivered J. Clay			42
	" proceeds of goods, as per acct. sales of this date herewith			3,343 7
				$4,115 1
Oct. 31	By balance due H. Mathewson, esq.			$2,088 1

E. E.

GUAYAQUILL, 31*st October*, 1825.

(Signed) BUTLER & SWETT.

True copy.

EDWIN BARTLETT.

The foregoing is one of the accounts referred to by Edwin Bartlett, in his answer to the thirteenth direct interrogatory.

A. WORTHINGTON.

(Copy.)

Account sales of sundries received per ship Mercury, Benjamin James; master from Canton, left in our hands by Henry Mathewson, esq., and sold by his order for account and risk of whom it may concern.

	By A. Herrera, for 1 sofa			$20
	" cash " 3 " damaged			65
	" E. S. Amador, " 2 " with matrasses, *a* $35			70
	Do. at auction for 14 sofas, at various prices	$342		
	Less auctioneer's commission	17	2	
				$324 7
	" cash, 1 dressing-case			6
(P)	" H. Lawrin, for 7 dressing-cases, *a* $5			35
[M] ‡ 74	" Felippe Comejo, 1 case crape shawls, 6 4			325
" 81	" cash, 1 " " " 6			300
" 62,86,94,93, 88,69,80,19,66	" A. Herrera, 9 do. 50 do. ea., 450, 5			2,250
	" cash, ½ doz. grass-cloth shirts			24
	" D. Boully, 1 brass-bound trunk			10
	" H. Lawrin, 1 " " " small			5
	" J. Armstrong, 2 ps. gr. cloth hdkfs. *a* $15			30
	" A. S. Humphreys, 40 pr. silk suspenders			20
	" 18 " " "			9
				$3,493 7
	Charges.			
	Paid porterage of sofas to auction	3	4	
	" " goods shipped per Olmedo		6	
	" bagging, twine, and covering 7 boxes silk goods, shipped per Olmedo	6		
	" commissions on gross sales, say $3,493 7, *a* 4	139	6	
				150
				$3,343 7

True copy.

EDWIN BARTLETT.

E. E.

GUAYAQUIL, 31*st October*, 1826.

(Signed) BARTLETT & SWETT.

The foregoing is one of the accounts referred to by Edwin Bartlett, in his answer to the thirteenth direct interrogatory.

A. WORTHINGTON.

Account sales of sundries received per ship Mercury, Benjamin James, master, from China via Mazatlan, and sold by order of Henry Matheuson, esq.

Marks and Nos.	Purchasers.	Articles.	Price.		Amounts.
[M] 228, 229	M. Moss -	2 boxes crapes, 25 ps. each, 50 - - - -	$11	–	$550
(P) M 114, 116	Do -	2 cases crape shawls, 50 each, 100 - - -	4 4	$450	
" 87, 145, 129, 110, 68, 72	Sundries -	6 do do 300 - - -	7	2,100	
" 54, 36, 50	B. Aluardo -	3 do do 150 - - -	7	1,050	
" 121	J. Garcia -	1 do do 50 - - -	7	350	
" 73, 70, 58, 61, 131, 135, 120, 130, 52, 108, 112, 125, 140, 128, 146, 111, 109, 36, 96	Sundries -	20 do do 1,000 - - -	6 4	6,500	
" 143, 106, 142, 134, 148, 126, 98, 91, 59, 83, 99, 82	M. Clark -	12 do do 600 - - -	4	2,400	
" 115, 153, 101, 117, 147, 138, 103, 144, 118	A. Herrera -	10 do do 500 - - -	6	3,000	
" 107, 137	Cash, H. M. -	2 do do 100 - - -	6 3	637 4	
" 76	Do " -	1 do do 50 - - -	–	320	
					16,807 4
" 16, 19	J. A. Bonilla -	2 cases levantine, 25 ps. each, 50 - - -	24	1,200	
" 17, 18	Cash -	2 do do 50 - - -	26	1,300	
[M] 262, 293	J. A. Bonilla -	2 do do 50 - - -	24	1,200	
B 10, 11	Sundries -	2 do do 50 - - -	24	1,200	
					4,900
[M] 45, 46	J. A. Bonilla -	2 cases colored sarsenets, 45—25, 46—23,=48 ps. - -	22	1,008	
1	Robinet -	1 piece sarsenets, from [M] 76 - - - -	–	25	
T 2	Cash -	Part of 1 trunk, 9 ps., sarsenets - - - -	20	180	
					1,213
(P) M 24, 25	J. A. Bonilla -	2 cases camblet, 24—15, 24—17,=32 ps. - - -	24	–	768

351
223

STATEMENT—Continued.

Marks and Nos.		Purchasers.	Articles.	Price.		Amounts.
[F]	2	M. Villaces -	1 case satin shawls, 41			
[B]	2, 3, 4	Do -	3 do do 140			
(P) M	4, 7, 10	Do -	3 do do 140			
			——321 - - - -	$9 4	–	$3,049 4
"	37	J. Cruells -	1 part of case X barred hkfs., 9 ps.			
[M]	6, 7, 19, 20	Do -	4 cases, 25 E., do 100 ps.			
			—— - - - -	$19	$2,071	
	217	Cash -	1 do 25 ps., do - - - - -	17	425	
						2,496
(P) M	23	Do -	1 do black silk hdkfs., 25 ps. - - - -	18	–	450
"	50	A. Herrera -	1 do 6 ps. vesting - - - -	40	240	
"	49	J. A. Bonilla -	1 do 9 do - - - - -	38	342	
						582
T	1	A. Herrera -	1 trunk satin, 11 ps. - - - -	35	385	
	3	Cash -	1 do 4 " - - - -	34	136	
	3	Do -	do 1 " - - - -	35	35	
(P) M	47	Do -	1 case satin, 25 " - - - -	34	850	
	46	J. A. Bonilla -	1 do 25 " - - - -	30	750	
						2,156
[M]		Sundries -	10 cases fire crackers - - - -	120	1,200	
		A. Herrera -	3 do do (damaged) - - - -	–	245	
		Cash -	1 do do - - - - -	–	116	
						1,561
(P) M	23	A. Herrera -	1 case bird's eye hkfs., 25 ps. - - - -	13	325	
	37	Cash -	Part of a case do 14 ps., 1 13, *a* 11 - - -	15	156	
						481
			Amount carried forward - - - -	–	–	$35,014

		Amount brought over - - - -	–	–	$35,014	
M	A. Herrera -	3 bales nankeens, 300 ps. - - - -	8 rs.	$300		
"	Sundries -	3 do 300 ps. - - - -	6 "	225		
"	Do -	33 do 3,300 ps. - - - -	7 "	2,887 4		
	Cash -	6 do 600 ps., deduct 2 - - -	7 "	553		
"	Do -	40 do 3,994 ps. - - - -	6½ "	3,645 1		
					7,180 5	
B and C	Do -	1 box long nankeens, 100 ps. - - -	10 "	131 2		
		23 ps., damaged - - -	5 "	14 3		
		13 ps., badly damaged - -	–	4 7		
		75 ps., good - - - -	10 "	93 6		
[M]	A. Herrera &c. at auction -	8 cases damaged nankeens, 340 ps., and 2 parts of cases sold at auction for - $216 6½				
		300 ps. at priv. sales 230				
			–	446 6½		
	" "	181 ps. damaged do at 5½ rls. - - $124 4½				
		Less com's - - - 6 2				
			–	118 2½		
					809 3	
B	9 J. Xaramillo -	1 case, 23 crape shawls - - - -	$34	–	782	
(P) M	40, 41, 42 Cash -	3 cases velvets, 6 ps. each, 18 ps. - - -	44	–	792	
	Sundries -	10 sofas - - - - - - -	40	–	400	
	Cash -	1 box tea - - - - - - -	–	25		
	At auction -	7 do (damaged) for - - - - -	–	51 2½		
					76 2½	
	Sundries -	11 cases gin - - - - - - -	10	110		
	Ship Mercury -	1 do - - - - - - -	12	12		
					122	
	At auction -	1 box fans, proceeds - - - - -	–	–	28 4	
	Sundries -	55 pairs shoes - - - - - -	–	–	87 5	
		4 doz. shirts - - - - - -	–	197 4		
		6¼ do - - - - - -	–	296 5		
		2 doz. pairs pantaloons - - - -	–	90		
		2 ps. grass cloth hkfs. - - - -	–	31		
		2 do do - - - - -	–	34		

352
886

STATEMENT—Continued.

Marks and Nos.	Purchasers.	Articles.	Price.		Amounts.
		10 ps. grass cloth hkfs. - - - - -	–	$150	
		3 empty trunks - - - - - -	–	20	
		2 do - - - - - -	–	8	
		7 ps. grass cloth clothing - - - - -	–	23 2½	
					$870 3½
[M] 102	Cash, H. M. -	1 case crape dresses, 50 - - - - -	$9	450	
[B] 5	Do " -	1 do do - - - - -	9	450	
M] 214	Do " -	1 case tortoise-shell combs - - - - -	6 4	325	
266	Do " -	1 do do small - - - -	3 4	175	
[F] 1	Do " -	1 case, 40 levantine shawls - - - - -	10	400	
	Do " -	225 pairs women's shoes - - - - -	–	225	
					2,025
	At auction -	24½ doz. empty gin bottles, for - - $325			
	Do -	70 cases gin (watered) - - - 325			
		Less auctioneer's comm's - - 16 2			
			–	–	308 6
		Amount carried forward - - - -	–	–	$48,566 3½
		Amount brought forward - - - -	–	–	$48,566 3½
		CHARGES.			
		Duties of import on goods sold, as per account herewith, (see account current.)			
		Transit duty on goods shipped per Fifeshire for Lima, valued at $17,535 6½, at 2½ 0-0 -		$438 4	
		Balsa hire discharging cargo - - - - - - - -		36	
		Do embarking goods per Fifeshire - - - - - -		7	
		Labor on goods in C. house sundry times - - - - - -		10 4	
		Porterage on goods to and from C. H., and to auction - - - - -		200 3	
		Escrivano drawing up papers rel'd to duties - - - - -	$6 4		
		Do for stamp paper - - - - - - -	4		
				7	

Commissions, E. L. Amador, on fans offered at auction and bought in - - -	$4 0½	
Stamped paper for representations - - - - - - -	1	
Bagging and twine for covering boxes, shipped per Fifeshire - - - -	6 4	
Storage on goods sold at store, say $40,000, at ½ 0-0 - - - - -	200	
Commission, 4 0-0, on gross sales, say $48,566 3½ - - - - -	1,942 5½	
		$2,853 5
		$45,712 6½

E. E.

GUAYAQUIL, *September* 10, 1825.

(Signed) BARTLETT & SWETT.

N. B.—Due on account of the foregoing sales, viz:

From B. Ayluardo - - - - - $750

" A. Garcia - - - - - 200

True copy.

EDWIN BARTLETT.

The foregoing is one of the accounts referred to by Edwin Bartlett in his answer to the thirteenth direct interrogatory.

A. WORTHINGTON.

Copy—A.—*Sales of sundry goods received per ship Superior, Andrews master, for Canton, by Alsop, Wetmore & Co., for account and risk of Henry Mathewson, esq., Superior.*

1826. Nov. 2	Ablan, 1 a 7 mo. -	Lima -	[M] 2, 22, 23 27 a 34	11 cases satin dresses, 557 - - - -	$12	$6,684 0
			20 a 21 -	2 " " scarfs, 90 - - - -	10	900 0
			3 a 6 -	4 " sarga de Manto, 3,250 vas. - - -	8 rls.	3,250 0
			7 a 13 -	7 " cross-barred hdkfs., 175 ps. - - -	18	3,150 0
			14 a 15 -	2 " black silk hdkfs., 50 ps. - - -	13	650 0
			18 a 19 -	2 " colored sarsenets, 1,633 vs. a 7 rls. - -	1,429 1	
				Deduct for damage 457¼, a 3 rs. -	171 4	
						1,257 5
" 4	Cirio, 4 mo. -	C. House	43 a 52 -	10 cases saya saya, 250 ps. a - - - -	$17 4¼	4,398 3½

A.—Continued.

	Ablan, 1 a 7 mo. –	Lima –	56 a 69 –	14 cases crape shawls, 1,730 ps. a – – – $5	$6,850 0
Nov. 19	Garcia, 4 mo. –	" –	X –	1 " shawls, 24 – – – – 12	288 0
" "	Larraingar –	" –	D 2 –	1 " levantine hdkfs., 10 a – – – – 25	250 0
" "	Rousson, 3 mo. –	" –	12 –	1 " shawls, 24 a – – – – – 25	600 0
" 20	Larraingar 2, 3, and 4 mo.	On board	[M] 88, 103 –	2 " combs, 98 a – – – – – 9	882 0
" "	Ygarza –	" –	105, 106 –	2 " small do., at 960 – – – – 24 doz.	200 0
" "	Exelmes, 3 & 4 mo.	Lima –	95, 96, 98 –	3 " billiard balls, 300 a – – – – 20 rls.	750 0
" 21	Coello –	On board	5, 6 –	2 " pictures, 20 a – – – – 4	80 0
" 24	Rodrigo & Co. –	Lima –	[P] [A] 10, 6 –	In part shawls, 7—18 – – – – – –	126 0
" "	Young –	On board	– – –	2 sofas – – – – – – –	75 0
" "	Reyna –	Lima –	– – –	2 cases kites – – – – – – –	35 5
" "	Messia –	" –	– – –	1 " whistles – – – – – –	15 0
Dec. 1	Junk –	" –	– – –	12 boxes tea sets – – – – – 14	168 0
" "	Cady & Co., 6 mo. –	–	– – –	132 silver chains – – – – – –	1,188 0
" "	Monterola –	–	– – –	2 ps. figured satin, 33 – – – – – 1 6	57 6
" "	Meza –	–	– – –	3 dozen gauze hdkfs. – – – – – 10	30 0
" 20	Burrough –	–	– – –	2 tubs candy, 79½ – – – – – 2 rls.	19 7
" "	Urturga –	–	– – –	8 bonnets – – – – – – 4 4	36 0
" "	Hara –	–	[M] 73 –	1 case fancy ribbons – – – – – –	191 3
" 28	Castilla, 4 mo. –	–	1 –	1 " hdkfs., 25 ps. – – – – – 20	500 0
" 30	Sundries –	–	[S] 165 –	10 " fine shawls – – – – – 75	750 0
	Do. –	–	166 –	6 " " – – – – – 70	420 0
	Meza –	–	– – –	1 " " damaged – – – – –	40 0
	Armero –	–	– – –	1 " very fine – – – – – –	150 0
	Larraingar –	–	– – –	1 " " – – – – – –	100 0
				2 " " – – – – – 50	100 0
			[M] 71 –	2 fine bed spreads – – – – – –	300 0
				Carried forward – – – –	$34,492 5½
				Brought forward – – – –	$34,492 5½
				1 fine bed spread – – – – –	100 0
" 30	Sundries –	–	– – –	25 large combs – – – – – –	296 0
	Ciro –	–	– – –	3 " " broken – – – – –	10 0
	Campos –	–	– – –	22 small " – – – – – –	82

	Cash	-	-	3 dresses		45 0
				5 mecheros		20 0
	Sundries	-	-	4 manilla hats		48 0
	Mayo	-	-	8 gauze dresses		96 0
	Moss	-	-	1 ps. damask satin		70 7
	Cash	-	-	2 matrasses		13 0
1827. April	Sundries	-	-	3 very fine dresses		220 0
	Larrainger	-	-	[M] 108	1 case billiard balls, 100 a	$2	200 0
	Sundries	-	-	107	In part do 24		64 0
	Tarbara	-	-	-	1 satin scarf		10 0
May 2	Garcia	-	-	54	1 case shawls, 44	20	880 0
	Sundries	-	-	-	2 bureaux		101 0
	Cash	-	-	-	1 bedstead		30 0
	Mayo	-	C. House	55 D 1	2 cases dresses, 100		1,110 0
Aug. 11	Baldenuma	-	Lima	53	1 do shawls, 50	14	700 0
	Cash	-	"	-	1 desk		34 0
	Do.	-	"	-	1 dressing case		18 0
	Sundries	-	"	-	28 ps. pantaloons, concan		87 0
	"	-	"	-	24 jackets do		75 0
	Gusman	-	"	-	42 nankeen pantaloons		63 0
	Do.	-	"	-	48 vests		180 6
	Sundries	-	"	-	8 do.		35 0
	Do.	-	"	-	28 chests tea	30	840 0
	Cash	-	"	[M] 91 a 94 76, 78, 79	7 cases flowers		152 2
	Do.	-	"	99, 100	2 do. do.		22 4
	Sundries	-	"	-	6 chests black tea		82 0
	Do.	-	"	-	5 trunks		50 0
	Do.	-	"	-	1 dining set		40 0
							$40,193 4½

CHARGES.

Landing carriage to C. House, storage, laborers	$70 1	
Do. to Lima	88 2	
Cartage from C. H. Lima, and storage	9 4	
Forward	$167 7	$40,193 4½

A.—Continued.

B. F. – – – –	$167 7	$40,193 4½
Duties at custom house, per note annexed – – –	4,171 4	
Stamp paper at C. H. – – – – –	5 0	
Sundry gratifications to C. H. officers – – – –	60 0	
Expenses on goods sold on board and transhipped to other vessels, and collected by you, per note – – – –	71 1	
Port agency, 1-2 per cent., $40,193 4½ – – –	200 7½	
Storage, 1 per cent., $7,819 5½ – – – –	78 1½	
Commission 5 per cent., $40,193 4½ – – –	2,009 5	
		6,764 2
Net sales – – –		$33,429 2½

E. E.

LIMA, *December 1st*, 1827.

(Signed) ALSOP, WETMORE & CO.

Outstanding:

Ablon – – –	$250	Messia – – – –	$15
Junk – – –	125	Urturga – – – –	32
Gusman – – –	–	– – – –	205

True copy from the books of Alsop, Wetmore & Co.

EDWIN BARTLETT.

The foregoing account, marked A, is the one referred to by Edwin Bartlett in his answer to the seventeenth direct interrogatory.

A. WORTHINGTON.

Valuations and Duties at Custom-house.

[M] 1	1 case x-barred hdkfs.	-	25 pa. -	*a* $12	$300 0
" 2, 22, 23, 27 *a* 34	11 " satin dresses	-	569 " -	3	1,707 0
3 *a* 6	4 " Sarga de Manta	-	100 " -	27	2,700 0
7 *a* 13	7 " x-barred hdkfs.	-	175 " -	12	2,100 0
14 *a* 15	2 " blk. silk hdkfs.	-	50 " -	10	500 0
18 *a* 19	2 " col'd. satins	-	50 " -	16 7	843 6
20 *a* 21	2 " satin scarfs	-	100 " -	2 4	250 0
56 *a* 69	14 " crape scarfs	-	1,400 " -	1 4	2,100 0
X 1	1 " shawls -	-	-	-	240 0
D 2	1 " hdkfs. -	-	10 -	10	100 0
" 12	1 " shawls -	-	25 -	3	75 0
[M] 118	1 " combs -	-	49 -	3	147 0
" 95, 96, 98, 107, 108	5 " billiard balls	-	500 -	1 4	750 0
71	1 " bedspreads	-	2 -	40	80 0
73	1 " ribbons -	-	-	-	22 4
74	1 " bedspreads	-	4 -	40	160 0
75	1 " shawls -	-	6 -	3	18 0
53, 54	2 " " -	-	94 -	3	282 0
[F] [A] in part	" " -	-	7 -	3	21 0
	2 " kites -	-	0 -	6	12 0
	1 " whistles -	-	-	-	3 0
	3 tubs sugar candy	-	70 -	3	26 2
80, 84	4 cases sweetmeats	-	-	-	14 0
101, 102, 116, 117, 1 *a* 4	8 " pictures -	-	-	-	488 0
	bedspreads	-	6 -	4	24 0
	12 " black tea -	-	-	15	180 0
	20 " chinaware	-	-	-	134 0
	28 " tea, 12 lbs.	-	336 -	6	252 0
	19 " bonnets -	-	-	-	47 4
	1 " 2 china figures	-	-	-	10 0
					$13,371 0
	Amount, $13,371 0, *a* 30	-	-	-	$4,011 2½
	Writing desk, $15; dressing case, $7	-	-	22 0	
	Bedstead, $15; 2 bureaus, $80; trunks, $16	-		111 0	
	Sofa, $12; chairs, $30; table, $30	-	-	72 0	
	Washstand, $25; clothing, $126 0	-	-	151 0	
				$356 0	
	Amount, $356, *a* 45	-	-	-	160 1½
					$4,171 4

True copy.

EDWIN BARTLETT.

E. E.

LIMA, *December* 1, 1827.

(Signed) ALSOP, WETMORE & CO.

A. WORTHINGTON.

A Specification of Charges.

	Laborers on mole; cartage to castles; storage to ditto; peons in and out.	Carriage to Lima.	Storage at C. H., Lima; cartage and labor.
72 boxes silks	$27 0	$31 4	$0 0
10 " flowers	3 6	4 3	2 2
4 " sweetmeats	1 6	2 0	0 0
1 " combs	0 3	0 4	0 0
8 " paintings	3 0	4 0	0 4
5 " billiard balls	1 7	2 4	0 0
2 " kites	0 6	1 0	0 0
1 " whistles	0 3	0 3	0 0
28 " tea	10 4	12 2	4 6
12 " black do.	3 0	3 6	0 0
1 dining set	0 3	0 4	0 0
1 bedstead	0 4	1 0	0 0
2 bureaus	1 0	1 4	0 0
1 sofa	0 4	1 0	0 0
12 chairs	3 0	3 0	0 0
1 table	0 6	1 4	0 0
1 washstand	0 3	0 4	0 0
3 trunks clothing	1 4	2 0	2 0
3 tubs candy	0 6	0 6	0 0
15 boxes tea sets	5 5	6 6	0 0
2 trunks patterns	1 0	3 0	0 0
1 dressing case	0 2	0 4	0 0
1 writing desk	0 2	0 4	0 0
Sundry bonnets	1 0	2 0	0 0
1 box china figures	0 3	0 4	0 0
1 " 8 pr. pictures	0 4	1 0	0 0
	$70 1	$88 2	$9 4

E and O. E.
(Signed) ALSOP, WETMORE & CO.

True copy. EDWIN BARTLETT,
A. WORTHINGTON.

Note of goods on hand.

8 cases black silk ribbons
8 " pictures
8 large do.
12 chairs
1 table
6 boxes black tea
1 " flowers
1 sofa; 76 billiard balls
32 jackets and pantaloons

} In the store, and all expenses thereon charged in sales annexed.

Sundry shawls, dresses, ps. concan, hkfs., bedspreads, scarfs, bonnets, macheros, china-ware, broken, &c., &c., &c.

Transhipping expenses on goods sold on board, and the amount collected and settled by Captain Andrews or Mathewson.

Lancaster	Sundry goods—duty - - - -	$5 3	
	Cost, $3 0, and expenses, $1 4 - - -	4 4	
			$9 7
Olmedo	M, 73 boxes fire-works—duty - - -	23 3	
	Cost, 3 0, landing C. house - - -	3 0	
	Storage and reshipping - - - -	30 2	
			56 5
	2 bbls. beer, landing, &c. - - - -	1 0	
	Duty, $2 1; conductian, &c., $1 4 - -	3 5	
			4 5
	Charged in sales - - -		$71 1

E. and O. E.
LIMA, *December* 31, 1827.

(Signed) ALSOP, WETMORE & CO.

True copy.

EDWIN BARTLETT,
A. WORTHINGTON.

B.

Sales of sundries received per ship Superior from Canton, Andrews master, by Alsop, Wetmore & Co. for account and risk Henry Mathewson, esq., supercargo and others.

1826.								
Nov. 2	Ablon 1 a 7 mos.	Lima	[S]	16 a 31	16			
				33 a 87, 89	57			
				206 a 242	37			
					109	Cases shawls	5,450 a $5	$27,250 0
				141 a 146	6			
				183 a 185	3			
					9	Cases sarsenets	7,186f a 7	6,288 3
				177 a 182	6			
				97 a 100	4			
					10	" sarga de Manta	8,125 vs. a $1	8,125 0
				257 a 266	10	" dresses	500 a $12	6,000 0
				125 a 140	16	" handkerchiefs	400 ps. a $13	5,200 0
				101 a 124	24			
				186 a 205	20			
				283 a 285	3			
					47	" crossbarred handkerchiefs	1,175 a $18	21,150 0
				253, 254				
				253, 254	4	" scarfs	200 a 10	2,000 0
				167 a 174	8			
				153 a 156	4			
					12	" colored satins	8,025 a 15½ rs.	15,548 3½
				157 a 160	4			
				175, 176	2			
					6	" stripe	3,842½ a 20 rs.	9,606 2
				90 a 96	7	" levantines	5,362½ a 9 rs.	6,032 6½
				243 a 250	8	" crapes	200 ps. a $8	1,600 0

				10 a 15	6	" " dresses - - -	300 ps. a $6	1,800 0
								110,600 7
						Allowed for goods spotted.		
						9 cases sarsenets 1,992½ a 3 rls. - -	$747 2	
						12 " satins 2,247 a 6 " - -	1,685 2	
						7 " levantines 1,495 a 4 " - -	747 4	
								3,180 0
						Continued - - -		[$107,420 7
1827.								
Nov. 6	Cirio & Co. -	On board	[S]	5 a 9	5	Cases saya saya - - - -	500 ps. a $14 6½	7,406 2
	Larraingar, 4 mos. -	-		267 a 276	10	" " " - - - -	250 " a 17 4½	4,398 3½
	Mayo, 4 mos. -	Lima		3, 362	2	" gauze dresses - - -	85 " a 12	1,020 0
	Sevilla, 2 mos. -	On board		4	1	" " " - - -	40	484 0
	Larraingar, 2, 3, and 4 mos. - -	In C. H.		P W N N	133 13			
					146	" wax - - - -	14,906½ a 66	9,838 2
24	Rodrigo & Co., 4 mos.	Lima	[S]	162, 163, 277	3	" shawls - - - -	150 a 18	2,700 0
	"	"		279	1	" do - - - -	50 a 22	1,100 0
	Garcia, 4 mos. -	"		161	1	" scarfs - - - -	19 a 22 4	427 4
	Sundries - -	"		- - -	44½	Rolls matting - - - -	1,201 12 rs.	1,801 4
	Sevilla, 2 mos. -	C. House	[S]	2	1	Case sarsenets - - - -	25	588 0
27	Reyna, 3 mos. -	Lima		82 a 231	150			
					2	Much broken.		
					152	Cases china ware - - -	5 4	836 0
Dec. 2	Armero - -	"		232 a 240	9	" " " - - -	25	225 0
15	Junk - -	"		247 a 275	17	" " " - - -	14	238 0
	J. Cull - -	On board		- - -	1	Nest trunks - - - - - -		28 0
					1	Dining set - - - - - -		35 0
16	Larraingar, 2 & 3 mos.	C. H.		497, 499, 500	3	Cases combs, 150 - - -	9	1,350 0
	Llama - -	Lima		- - -	6	Setts clothes baskets - - -	30	180 0
					19	Nests trunks - - - -	33	627 0
				654, 655	2	Cases table mats - - -	50 a 3	150 0
20	Sallas, 4 mos. -	"		- - -	8	Chests rugs - - - -	392 a 21 rs.	1,029 0

35 50

B.—Continued.

	Blanco	Lima	2	Cases yellow nankeens	200 ps.	$212 4
	Sundries	"	6	Lot chairs	$34	204 0
	Sevilla	On board	25, 26	2	Boxes fire works	30	60 0
1828.	Cash	Lima	280	Prs. nankeen pantaloons	1 4	570 0
Jan. 2	Gusman, 4 mos.	"	188	" "	1 4	282 0
4	Dyver	"	200	Blue shirts	1 4	300 0
	Sundries		140	Grass "	3 4	490 0
	Cash	"	327	1	Handkerchiefs	25 ps. 21	525 0
	Sundries	"	63	Blue nankeens	3,150, 1 5	5,118 6
May 2	Romero	"	69	"	3,450, 1 4	5,175 0
	Sundries	C. H.	56	"	2,800	3,590 0
4	Tabara	Lima	10	Boxes dining sets	30	300 0
	"	"	10	" plates	17	170 0
"	Cash	"	164	1	Case damask satins	25 ps. 39	975
					Continued		$159,355 0½
1827.							
May 4			661, 662		2 cases vermillion	120 a 14	180 0½
	Sundries	Lima			2 washstands		60 0
July	"	"	650 a 653		4 cases flowers		343 6
	"	"	51 a 55		5 " sky rockets		206 0
Nov	"	"			148 boxes tea		4,365 0
	Wooster	C. H.			12 "		300 0
	Sundries	Lima			2 chests caps		200 3
					13 writing desks		237 4
	Vila	"	280, 281		2 cases handkerchiefs	40 ps. a 22	880 0
	Sevilla	C. H.			6 " crackers	17 4	105 0
	Salas	Lima			9 " "		221 0
					50 velvet vests	a $45 doz.	187 4
	Sundries	C. H.			49 coils rigging		945 3½
							$168,086 5

CHARGES.

Expenses on goods in Callao	$470 2	
Carriage from do	445 2½	
Storage c. h., Callao, (say Lima,) cartage, labor, &c.	67 5	
Allowed Rodrigo & Co. for damage	24 0	
Allowed Llana for damage on trunks	32 0	
" Ablon for [S.] 253, silk handkerchiefs in place of satin scarfs, loss	336 0	
Expenses on goods sold on board and settled for by Capt. Andrews or Henry Mathewson, per account annexed	77 0	
Duties at custom house, note annexed	23,501 6	
Stamp paper $7 4, gratification $90	97 4	
Port agency ½ per cent. on $168,086 5	840 3½	
Storage ½ per cent. on $15,823 4	158 2	
Commission, 5 per cent. on $168,086 5	8,404 2	
		34,454 3
	Net sales	133,632 2

E. and O. E.

LIMA, *Dec.* 1, 1827.

For account of owners of Superior	32,044 5
For account E. C. & Co., C. B. & H. M.	101,587 5
	$133,632 2

Outstanding.

Ablon, $600 0, Guzman, $187 4
Junk, 200 0, Villa, 880 0

Signed,

ALSOP, WETMORE & CO.

True copy: EDWIN BARTLETT.

A. WORTHINGTON.

358.
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Valuations and duties at custom-house.

[S] 1	Black silk handkerchiefs	-	25	pieces, at	$20		$500	
3	Gauze dresses	- -	35	"	5		175	
5 a 9	Saya saya, sold on board.							
10 a 15	Crape dresses	- -	300	"	3	4	1,050	
16 a 31, 33 a 87, 89	Crape shawls	- - -	3,100	"	2	4	7,750	
90 a 94, 96	Levantines	- - -	150	"	13	4	2,025	
97 a 100	Sarga de manta	- -	100	"	27		2,700	
101	Crossbarred handkerchiefs	-	20	"	10		250	
104 a 124	Do. do.	- -	525	"	12		6,300	
128 a 140	Black handkerchiefs	- -	325	"	10		3,250	
125	Do. do.	- -	25	"	20		500	
141	Sarsenets	- - -	25	"	20	2	506	2
143 a 145	Do.	- - -	75	"	16	7	1,265	5
147	Ribbons	- - -	50	"	3		150	
153 a 157	Satins	- - -	125	"	30		3,750	
158 a 160	Do.	- - -	75	"	30		2,250	
161	Scarfs	- - - -	19	"	3		57	
162 a 163	Shawls	- - -	100	"	2	4	250	
164	Damask satins	- -	25	"	36		900	
165 a 166	Shawls	- - -	22	"	3		66	
167 a 173, 175, 176	Satins	- - - -	220	"	30		6,600	
177 a 182	Sarga de manta	- -	150	"	27		4,050	
183 a 185	Sarsenets	- - -	70	"	16	7	1,181	2
186 a 205	Crossbarred handkerchiefs	-	500	"	12		6,000	
206 a 242	Crape shawls	- - -	1,850	"	2	4	4,625	
243 a 249	Crapes	- - -	175	"	5		875	
251	Shawls	- - -	100	"	2		200	
250	Crapes	- - -	25	"	5		125	
252	Shawls	- - -	100	"	1	4	150	
253, 254, 254	Scarfs	- - -	150	"	2	4	375	
253	Do.	- - -	50	"	3	4	175	
257	Dresses	- - -	50	"	4		200	
260 a 266	Satin dresses	- - -	350	"	4		1,050	
267 a 276	Saya saya, on board.							
277, 279	Shawls	- - -	100	"	2	4	250	
280, 281	Levantine handkerchiefs	-	40	"	12		480	
283 a 285	Crossbarred handkerchiefs	-	75	"	12		900	
327, 328	Do. do.	- -	50	"	11		550	
102, 103	Do. do.	- -	50	"	12		600	
126, 127	Black silk handkerchiefs	-	50	"	10		500	
		Continued	-	-	-		$62,581	1
		Continued	-	-	-		$62,581	1
[S] 142, 146	Sarsenets	- - -	50	pieces, at	$12	4	625	
174	Colored satins	- -	25	"	30		750	
95	Levantines	- - -	25	"	13	4	337	4
258, 259	Satin dresses	- -	100	"	4		400	
326	Gauze dresses	- -	50	"	3		150	
	132 cases blue nankeens	-	6,600	"	-		5,575	
	2 cases yellow nankeens	-	200	"	0	5	125	
51 a 55	5 cases sky rockets	- -	-	-	25		125	
	6 cases paper	- -	-	-	6		36	
	247 cases china ware	- -	-	-	-		1,482	
	6 nests clothes baskets	- -	-	-	-		56	

Valuations, &c.—Continued.

650 a 653	15 rolls matting	-	-	-	-	$20		$900
	4 cases flowers	-	-	-	-	-		78
	2 cases table mats	-	-	50	sets,	1	4	75
	2 cases vermillion	-	-	100	"	2		200
	Bedspreads	-	-	35	"	4		140
	8 chests rugs	-	-	400	"	1	4	600
	2 chests caps	-	-	-	-	-		647 4
	9 cases fire-crackers		-	-	-	10		90
	148 boxes tea	-	-	-	-	-		1,443
								$76,416 1
	Amount $76,416 1, at 30 per cent.						-	$22,924 7
	Lot chairs	-	-	$56				
	Writing desks	-	-	198				
	Work boxes	-	-	144				
	10 trunks clothing	-	-	380				
	2 washstands	-	-	40				
	19 sets trunks	-	-	320				
	12 dozen grass shirts		-	144				
				1,282	at 45 per cent.		-	576 7
								$23,501 6

E. and O. E.

LIMA, *December* 1, 1827.

Signed, ALSOP, WETMORE & Co.

True copy.

EDWIN BARTLETT.

A. WORTHINGTON.

A specification of charges.

	Laborers on mole, cartage to Castle's, custom-house storage, laborers.	Carriage to Lima.	Storage at C. H., Lima, cartage to store, laborers.
266 cases silks – – – –	$99 6	$116 3	$4
146 cases wax	54 6		
188 cases nankeens – – – –	70 4	82 4	34
160 chests tea – – – – –	60	70	9 7
6 lot chairs – – – – –	2 4	1 4	
6 nests clothes baskets – – –	2 2	3	
19 nests trunks – – – –	7 2	11 2	1
2 cases vermillion – – – –	6	6	
15 cases fireworks – – – –	5 5	6 4½	4 2
2 cases table mats – – – –	6	7	
2 cases yellow nankeens – – –	6	7	
2 washstands – – – –	6	1	
4 cases flowers – – – –	1 4	1 6	
5 cases rockets – – – –	1 7	2 4	1 4
4 cases desks – – – –	2	2 6	
6 cases paper – – – –	3	3 6	
2 cases work boxes – – – –	6	7	
231 cases china ware – – – –	96 6	117	5 2
8 chests rugs – – – –	8	12	4
12 chests clothing – – – –	5 4	7 4	4
1 chest caps – – – –	1	1 4	
54 coils rigging – – – –	43 6	–	6 6
3 bars iron – – – – –	4	1	
	$470 2	$445 2½	$67 5

E. E.

LIMA, *December* 1, 1827.

Signed, ALSOP, WETMORE & CO.

True copy.

EDWIN BARTLETT.

A. WORTHINGTON.

Goods on hand.

[S] 328	1 case crossbarred handkerchiefs,	In store, and all expenses thereon charged in sales.
1	1 case black 5-4 handkerchiefs,	
147	1 case black ribbons,	
251, 252	2 cases 4-4 crape handkerchiefs,	
603, 604	2 cases work baskets,	
56, 61	6 cases China paper,	
	33 cases China ware,	
	200 blue nankeen jackets,	
	36 bedspreads,	
	8 chests, empty,	
	7 desks,	
148, 152	5 cases black ribbons,	In custom-house in bond; expenses charged until the C. H.
282	1 case gauze dresses,	
	3 bars iron,	

Transhipping expenses on goods sold on board, and the amount collected and settled by Captain Andrews or Mathewson.

Alert -	5 rolls rigging, duty - - - -	$1 2		
	stamp paper - - -	3		
			$4	2
Cora -	3 rolls rigging, duty - - - -	6		
	stamp paper - - -	3		
			3	6
Ocean -	2 rolls rigging, duty - - - -	4		
	stamp paper - - -	3		
			3	4
Cambridge -	Trunks and baskets, duty - - -	1 4		
	stamp paper - -	3		
			4	4
U. States -	Trunks, sugar, sweetmeats, &c., duty -	1 2		
	stamp paper	3		
			4	2
Britannia -	2 rolls rigging, duty - - - -	4		
	stamp paper - - -	3		
			3	4
Fortune and Cambridge	2 rolls rigging, duty - - - -	6		
	stamp paper - - -	6		
			6	6
Restaurador	104 boxes to Valparaiso, and duty - -	16 5		
	stamp paper - -	3		
	Carriage to C. H. and thence to mole, storage, &c.	26 7		
			46	4
			$77	0

E. E.

LIMA, *December 1st*, 1827.

Signed, ALSOP, WETMORE & CO.

True copy.

EDWIN BARTLETT.

A. WORTHINGTON.

The foregoing account, marked B, is the one referred to by Edwin Bartlett in his answer to the seventeenth direct interrogatory.

A. WORTHINGTON.

C.

Sales of sundries ex ship Superior from Canton, for account and risk of Henry Mathewson, esq.

1826.							
November 6	Ablon 1 a 7 ms.	[M] 2, 22, 23, 27, a 34	11 cases	dresses, 557, a	$12	$6,684	
		21, 22	2 "	scarfs, 90, a	10	900	
		3 a 6	4 "	saga de manto, 3,250 vrs., a	8	3,250	
		7 a 13	7 "	cross-barred hdkfs., 175 ps., a	18	3,150	
		14 a 15	2 "	black silk " 50, a	13	650	
		56 a 69	14 "	crape shawls, 1,370, a	5	6,850	
		18 a 19	2 "	sarsenets, 1,633½, a 7 reals	1,429 1		
				Deduct for damage	171 4		
						1,257 5	
" 4	Ceru 4 mo.	43 a 52	10 "	saya saya, 250 ps., a	17 4¾	4,398 3¾	
" 19	Garcia	†	1 "	shawls, 24, a	12	288	
" 19	Larraingar	D 2	1 "	levantines, 10, a	25	250	
	Rousson	12	1 "	shawls, 24, a	25	600	
" 20	Larraingar	[M] 88, 103	2 "	combs, 98, a	9	882	
	Yzarsa	105, 106	2 "	small do., 960, a	doz. 2 4	200	
	Ex. Helmes	95, 96, 98	3 "	billiard balls, 300, a	2 4	750	
21	Coillo	5, 6	2 "	pictures on board, 20, a	4	80	
24	Rodrigo & Co.	[F] [P] 6, 10	Shawls, 7, a		18	126	
	Young	O	1 pair sofas on board			77	
	Reyna		2 cases kites			35 5	
	Mexica		1 " whistle			15	
December 1	Junk		12 boxes china tea sets, a		14	168	
	Cady & Co.		132 silver chains			1,188	
	Montuala		2 ps. satin, 33 yards			57 6	
	Mesa		3 dozen hdkfs., a		10	30	
20	Burrough		2 tubs candy, 79½ lbs., a		2	19 7	
	Urtuga		8 bonnets, a		4 4	36	
	Icara	[M] 73	1 case fancy ribbons			191 8	
28	Castilla	1	1 " hdkfs., 25, a		20	500	
30	Retailed	Sundries	Shawls, scarfs, &c.		680		
			4 bed spreads		450		

1827.				28 combs	306	
						1,436
January 12	Campos			22 small combs		8 2
February 1	Sundries			Dresses, mecheros, hats, &c.		90
4	Mayo			8 dresses		96
				2 ps. satin		70 7
March 18	Newman			2 matrasses		13
April 27	Sundries	107, 108		2 cases billiard balls, 200, a	2	400
				Continued		$34,746 6½
April 27	Sundries	[M] 107, 108		2 cases billiard balls, 200, a	2	
"				Dressed scarfs, &c.		25
May 2	Garcia	54		1 case shawls, 44, a	20	880
	Sundries			2 bureaus and 1 bedstead		131
6	Mayo	D 55, 1		2 cases dresses, 100		1,110
Aug. 11	Baldenuma	[M] 53		1 " shawls, 50, a	14	700
	Sundries			1 desk and dressing case		52
	Gusman			28 ps. concan pantaloons		87
				24 —— Jackets		75
				42 nankeen pantaloons		63
				48 velvet vests		180
	Sundries			8 "		35
1828.						
September	Cash	91, 94, 76, 78, 79, 90, 100		28 chests tea, a	30	840
				9 cases flowers, for		174 6
	Sundries			9 chests black tea		82
				6 trunks		56
1829.	Cash			1 dining set		40
March	At auction			1 table, 12 chairs, 1 sofa		79 3
				8 pictures, 1 box flowers		57 6
				32 jackets and pantaloons		72
				8 cases bawdy pictures (all broken)		8
				12 bonnets, 6 ps. concan, 1 ps. tafetan		83
				8 jars sweetmeats, 1 red trunk, 6 boxes tea		60
				Shawls, scarfs, bed spreads, hdkfs., &c.		209 4
1829.						
July 20	Alsop, W. & Cryder			8 cases black silk ribbons for net		825 5
						$40,666 6½

C—Continued

Matheson vs. Clarke.

361

			CHARGES.		
			Landing, cartage to Lima, &c. - - -	$158 3	
			Cartage from C. H. to store, and labor - -	9 4	
			Duties, as per account rendered - - -	4,171 4	
			Gratification and stamp paper - - -	65	
			Expenses on goods transhipped - - -	71 1	
			" 8 cases black ribbons - - -	116 4½	
			Peonage of sundry articles to auction - -	2	
			Port agency ¼ per cent. on $39,841 1¼ - - -	199 1¼	
			Storage 1 per cent, $7,679 6 - - -	76 6	$4,870
					$35,796 6¼

EXPENSES ON 8 CASES BLACK RIBBONS:

Custom house storage and labor - - - - - - - -	$68
Cartage to Callao, shipping, &c. - - - - - - - -	8 0¼
Sealed paper $0 4, duty 20-0, $4 - - - - - - - -	40 4
	$116 4¼

E. E.

(Signed) ALSOP, WETMORE & CO.
A. WORTHINGTON

LIMA, *July* 31, 1829.
True Copy: EDWIN BARTLETT.

The foregoing account, marked C, is the one referred to by Edwin Bartlett in his answer to the seventeenth interrogatory.
A. WORTHINGTON.

Commission to Charles Bispham, &c.

UNITED STATES OF AMERICA, *Rhode Island district, &c.*:

The President of the United States to Charles Bispham, esq., American consul, and James Swett and Henry Chauncey, merchants, all of Valparaiso, in the republic of Chili, in South America, greeting:

Whereas an application hath been made to have you appointed, jointly and severally, commissioners to take the depositions of Don Publio Haker, Charles W. Hurtz, and such other witnesses as may be produced before you, or either of you, by complainant herein after named, to be used as evidence in a certain suit in equity now pending before the circuit court of the United States within and for the Rhode Island district, wherein Willard W. Wetmore, of the city of New Haven, in the Connecticut district, merchant, a citizen of the State of Connecticut, is complainant, and Cyrus Butler, merchant, and Edward Carrington and Samuel Wetmore, merchants, transacting business in company under the name and style of Edward Carrington and Company, and Henry Mathewson, master mariner, all of Providence, in the Rhode Island district, citizens of the State of Rhode Island and Providence Plantations, are defendants, and said application having been granted by the judge of the United States within and for said Rhode Island district; wherefore, reposing in your ability and integrity, you are hereby authorized and requested, jointly or severally, on certain days to be by you appointed for that purpose, to cause said witnesses, and all others that may be named and requested by the said complainant, Willard W. Wetmore, his agent or attorney, to come before you, or either of you; and when so present before you, to examine, upon oath, touching the premises, and to propound distinctly to each witness, when so present, the several direct and cross interrogatories herewith annexed; and the answers each witness shall make to the same, to reduce to writing, or cause the same to be done in your presence, or [in] the presence of either of you; and when each deposition is finished, to cause the deponent to subscribe his name thereto in your presence, or the presence of either of you.

You are further required, before you proceed to act by authority of this commission, to engage yourselves, by taking an oath before some magistrate of the country, either in the form used in administering oaths in the United States or in Chili, that you will faithfully execute the duties of your said appointment. You are, moreover, required, when administering the oath or oaths to the witness or witnesses brought before you, to adopt the form used in the United States or in Chili, agreeably to the desire of the deponent: provided, however, that each witness swears or affirms to tell the truth, the whole truth, and nothing but the truth, upon his examination in the premises. And you are further required, when you shall have finished taking all the depositions requested by said

complainant, to enclose the same under your hands and seals, or the hand and seal of either of you, together with this commission, and all your proceedings by virtue thereof, and transmit the same to the honorable justices of the circuit court of the United States within and for said Rhode Island district.

Witness the Hon. John Marshall, esquire, our chief justice, at Providence, this 23d day of January, A. D. 1833.

BENJAMIN COWELL,
Clerk of said court.

You are moreover required, or some one of you, that, in all cases where the deponents do not understand the English language, but give their depositions in the Spanish or any other language, you cause the same to be interpreted, before reduced to writing as aforesaid, by an interpreter to be sworn to make true interpretation thereof in your presence, or the presence of some one of you. The oath to be administered to the interpreter may be according to the form used in Chili or in the United States.

Witness the Hon. John Marshall, esquire, our chief justice, at Providence, this 23d day of January, A. D. 1833.

BENJAMIN COWELL,
Clerk of said court.

Interrogatories.

UNITED STATES CIRCUIT COURT, *Rhode Island district:*

WILLARD W. WETMORE, vs. HENRY MATHEWSON et al. } In chancery.

Interrogatories to be proposed to Estanislaus Lynch, Hurtz, merchants, and other persons, on the part of Willard W. Wetmore, plaintiff in the above action, against Henry Mathewson, Edward Carrington, Samuel Wetmore, and Cyrus Butler, now pending in said circuit court:

First interrogatory. Do you know the parties, plaintiffs and defendants, in the title of these interrogatories named, or any, and which of them? and how long have you known them, or any, and which of them respectively? Declare the truth and your knowledge herein.

Second interrogatory. Are you a resident in the republics of Peru, Chili, or Columbia, in South America, or where do you reside? how long have you resided there? did you reside there in the years 1821 to 1827?

Third interrogatory. Did Henry Mathewson, one of the defendants, and master of the American ship Mercury, arrive in Chili, in the year 1821, with said ship ladened with a cargo of munitions of war and other merchandise? If yea, to whom did said Mathewson consign said cargo, and to whom were said munitions of war sold?

what were the conditions of the contract between the parties? Were all duties accruing on merchandise introduced into Peru, or passed at the custom, by E. Lynch & Co., to be applied towards the liquidation of the purchase of said munitions of war? Please to state the particulars of the contract, and the manner in which payments were made by the government to the consignee of said Mathewson, and the manner the payments were made by said consignee to said Mathewson. Was three thousand dollars paid to said Mathewson, in 1821 or 1822, in paper money of the Peruvian government? and at what date was it paid?

Fourth interrogatory. Did said Henry Mathewson engage with E. Lynch and others in the purchase of a quantity of goods, a prize to the Peruvian government, in a vessel called the Nancy, and which were sold in Lima in 1822? If yea, please state the parties to said purchase, the amount of profit and loss to each party, what goods were divided between the parties and sent to Guayaquil, what deduction, if any, *were* obtained from the Peruvian government on the goods sent to Guayaquil. How were the payments made to the Peruvian government for the purchase of said prize goods? Was any part of said purchase *discounted* with the Peruvian government on account of the purchase of said munitions of war from said Lynch, or was any part of the money paid to the Peruvian government on account of the purchase of said prize goods, and then paid over by the government, on account of said munitions of war, to the said Lynch?

Fifth interrogatory. Was said Henry Mathewson interested or concerned with E. Lynch and others, in the year 1822, in the purchase of a quantity of flour? If yea, how did said Mathewson pay for his proportion of said purchase? Please to state the particulars of said purchase and the whole transaction, the profit or loss on the same.

Sixth interrogatory. What was the amount of the balance due from E. Lynch to Henry Mathewson, June, 1822, on account of the sales of the Mercury's cargo consigned to said Lynch by said Mathewson; and what were the reasons, if any, that said balance was not paid at that time to said Mathewson; was said balance or any part *at the credit of said Mathewson with said Lynch?* If there had have been a loss on said flour, would it have been charged to said Mathewson against said balance?

Seventh interrogatory. In whose name, and for whose account, was the cargo of said ship Mercury sold by E. Lynch & Co. and others in the years 1821 and 1822; and in whose name was the account current kept, in relation to said sales; to whom did it appear, by said account sales and account current, the property belonged? Would not said property, so situated, have been liable for all contracts and debts made by said Mathewson in South America?

Eighth interrogatory. Was there a person known to you at Lima, in the [year] 1822, by the name of J. S. Martinez? If yea, what

was his occupation; was he a merchant, or was he an officer in the military service of the Peruvian republican government; was he a man of property; had he money to loan or to send on an adventure to Europe by said Mathewson; did you know of his sending such money? If yea, the amount of the same. Did you hear from said Martinez, or any other person, of his sending such money; or did you hear from said Mathewson of his having such money, or adventure, of said Martinez? If there had have been such transactions, is it probable you would have heard of them?

Ninth interrogatory. Have you any knowledge that said Mathewson, whilst he was in Lima, in the years 1821 and 1822, rendered assistance to Don Pedro Fernandez, Don Jose Publino, Donna Juanita Publino, and others, their friends, by concealing their money, and for which service said Mathewson received sums of money, and pieces of silver plate, and other articles, as a remuneration for said service; did you know said Don Pedro Fernandez, Don Jose Publino, and Donna Juanita Publino, and their friends? If yea, please to state their occupation, employment, and calling, whether they were merchants and traders, persons of property; whether in the latter part of the year 1821 and the first part of the year 1822, the political or other circumstances of the country, or the city of Lima, were such as to make it necessary or prudent to employ a transient foreigner to conceal property for the resident Peruvians or Lima citizens.

Tenth interrogatory. On the return of said Mathewson to Chili, in said ship Mercury, in the year 1823, did he consign the cargo of said ship to Lynch, Hurtz & Co. at Valparaiso, in the year 1823? If yea, do you recollect, or have you any knowledge, that a servant of said Lynch, Hurtz & Co. stole a large sum of money from said Mathewson whilst he was at Valparaiso in the year 1823? If yea, what was the amount, and what were the particulars? Please to state fully all the circumstances. Was it proved said servant committed the theft; and what was the final decision of the matter?

Eleventh interrogatory. On the return of said Mathewson to Peru, in the year 1823, did he consign the ship Mercury and her cargo to E. Lynch & Co.? If yea, have you any knowledge of his bringing an adventure or property for or on account of said J. S. Martinez, the person mentioned in the eighth preceding interrogatory? If yea, of what did said property, or adventure, consist; *was* you acquainted with said Martinez? If yea, was he, Martinez, at Lima when said Mathewson returned in 1823; did said Mathewson make any communication that he had such property; had Martinez any wife or family, or other connexion, residing at Lima; what was the profession or occupation of said Martinez; has there ever been any inquiry by Martinez or his friends for or respecting said Henry Mathewson?

Twelfth interrogatory. Did you ever know the said Henry Mathewson, whilst he was at Lima, in the years 1821 and 1822, render

confidential services to Spaniards, by which he gained or received large sums of money for said services? If yea, please to state the nature of said services, and the amount of money he received for the same.

Thirteenth interrogatory. At the time the ship Mercury was at Guayaquil, in the year 1825, did said Henry Mathewson consign said cargo to Bartlett & Swett? If yea, were there goods stolen from said cargo whilst they were in the custom or other place? If yea, please to state the articles and their value; whether they were bulky articles, and all and every circumstance connected therewith. In making the sales of the merchandise brought to Guayaquil in the Mercury, did you sell all the goods as though they belonged to one concern; that is, was you told by Mathewson to keep the account of sales of certain or particular marks by themselves, and to make actual charges that accrued on the separate marks to the sales of those marks, or was all sold as for account of Henry Mathewson, without regard to any other person or interest? If there were different interests or owners in the merchandise, how can it be known, by the manner the sales were made out and the accounts rendered, and mode of ascertaining the duties at the custom-house, what amount duties were to be charged to each particular interest in the merchandise? Did Mathewson himself sometimes make sales of large amounts of goods landed at Guayaquil, and sometimes pay over to you money on account of such sales, without rendering a particular account of the articles sold, or the prices sold for; did he sell goods from the Mercury's cargo and not pay over the money to you for the same? Please to annex your account of sales and your account current with Mathewson touching these transactions. What amount of money did you pay Henry Mathewson on the closing of the account current, and before his embarking in the steamboat for Lima?

Fourteenth interrogatory. At the time the ship Mercury was at Guayaquil, in the year 1825, was you acquainted with a person by the name of Don Pedro Fernandez, then at that city? If yea, what was his character, business, and occupation? Was he a person of property? Have you any knowledge of his paying said Henry Mathewson five hundred dollars for his aid and assistance in embarking said Fernandez's money for Payta? If yea, what was the nature of said services, and how and in what manner were they rendered?

Fifteenth interrogatory. At the time said Henry Mathewson was at Lima, in November, 1825, do you recollect a person, or was you acquainted with a person, by the name of Don Jose Publino, or did a person of that name reside at Lima? If yea, what was his reputation for property? Was he a person of property, or was he poor? Was he a lender of money? Do you know of his having loaned said Mathewson money? If yea, what sum, and for how long time; and was it for a period to make a voyage to Manilla and China,

and back to South America? At what rate was the interest per annum? Was the interest 5 per cent.? What was the usual interest of money at that period? Is it common for loans to be made by Spaniards or natives to foreigners, to make long and distant voyages? Did said Jose Publino loan said Mathewson five thousand dollars, or any other sum? If yea, please to state the particulars. Was there any registry made thereof at the usual office for registering such transactions? At the aforesaid period, about November, 1825, did you know a person in Lima by the name [of] Don Pedro Fernandez? If yea, what was his occupation, and was he a man of property? Was he a merchant? Had he money to loan? Did you or did you not know of his loaning the said Henry Mathewson a sum of money to make a voyage to China? If yea, what sum, and on what conditions? Please state the particulars, if such moneys were loaned to said Mathewson by said Publino and Fernandez. Please to state if they have been repaid, and *when* repaid.

Sixteenth interrogatory. Was you at Valparaiso in the latter part of the year 1826, when the ship Superior arrived there from China? Did said Mathewson consign any part of the cargo to Alsop, Cryder & Co.? If yea, please to state the particulars. What goods were considered as cargo, and what as adventures; whether they were all sold together; on which was commission charged; and which were claimed as adventures after the sales were made? Please to state particulars. Was there any goods lost or stolen from the Valparaiso custom house, belonging to the cargo or adventures of said ship Superior, at the period before mentioned? If yea, please to state the articles, their value, &c.

Seventeenth interrogatory. Was you at Lima in the year 1826, when the ship Superior arrived there from China, via Valparaiso? Was the cargo and adventures on board that ship consigned to Alsop, Wetmore & Co? If yea, has account sales been rendered of all the cargo so consigned? Please state particulars. The date of the account sales. Whether there was any goods or merchandise received on account of said cargo, from said Mathewson, that *has not* been accounted for in said account sales.

Eighteenth interrogatory. Do you know the American ship Portia, and that said ship was at Coquimbo in March, 1827? If yea, please to state if you knew a Spaniard by the name of Don Pedro Fernandez. Was he at Coquimbo at the above period? Is he a man of property? Is he a merchant, or what is his profession? Do you know that said Fernandez loaned said Henry Mathewson a sum of money in March, 1827? If yea, what sum, and for what conditions? Did Mathewson give his note for the same, and on what terms and conditions? Please to state particularly. Do you know that said Fernandez placed in the hands of said Mathewson, in said March, 1827, at Coquimbo, a sum of money to be by said Mathewson invested in copper for said Fernandez? Was such investment made, and for what amount, and what conditions? Do you [know] that

said Mathewson has made any returns to said Fernandez for said loan, or for said copper? Please to state fully your knowledge of these matters.

Nineteenth interrogatory. Do you know a person by the name of Don Pablo Haker? If yea, where was his residence in 1823, and where does he now reside? What was his business or occupation? Was he a man of property? Had he money to loan? Did he, to your knowledge, loan the said Henry Mathewson, at Lima, in the year 1823, three thousand dollars, on interest, or any other sum? If so, what sum, and on what conditions, and when was the same repaid? Please state particularly all circumstances in relation thereto. Was said money loaned to Mathewson to make the voyage from Lima, in 1823, to China, in the ship Mercury, and back to South America in said ship? If there had been such person at Lima in November, 1823, is it probable you would have known him? Did you hear said Haker inquire for said Mathewson.

Twentieth interrogatory. Do you know a person by the name of Donna Juanita Publino? Did she reside at Guayaquil in the year 1825? Have you any knowledge that said Henry Mathewson purchased for her five thousand specie dollars, for which she paid him two hundred dollars as a commission?

Twenty-first interrogatory. Were you knowing to the charter of the ship Mercury by Henry Mathewson, about the month of May, 1822, to a person by the name of Rodolpho, to make a voyage from Lima to Gibraltar? If yea, please to state the terms of said charter. Was it for the whole ship? Was any part of said ship reserved by said Mathewson? What was the amount of money agreed to be paid for the charter? What was the amount of the primage allowed by said Rodolpho to Mathewson? Was there any other sum allowed said Mathewson, by Rodolpho, by the name of primage, commission, gratuity, or by any other name.

Twenty-second interrogatory. Do or do not captains and supercargoes of vessels trading on the coasts of Chili, Peru, Columbia, and Mexico, carry on the trade of said vessel and cargo in their own name? Is the property of said vessels and cargo held for contracts, engagements, and negotiations made with the Peruvians, Chilians, Columbians, and Mexicans, by said masters and supercargoes? Do those persons who have dealings, contracts, and negotiations of buying and selling, lending of money, or any other transactions with said captains and supercargoes, look to all and any property in the hands and under the control of said captains and supercargoes, as liable for all demands against them? Do the laws, customs, and usages of the republics of Chili, Peru, Columbia, and Mexico, give the creditor a lien on such vessel and cargo, for all contracts and engagements made by the captains and supercargoes of every description? What were the rates of interest of money in 1823 to 1826, when loaned on a term of time, say for one or two years? What is the legal rate of interest of Peru and Chili, when loans

are made by citizens or Spaniards amongst themselves? What are the usual modes of securing the lender of such money? What forms of registry is made to give authority to the negotiations of lending money by Spaniards or natives between themselves? What was the duty in 1823, on the export of doubloons from Chili?

Twenty-third interrogatory. If an American shipmaster, or supercargo, or other person, had have been detected in Lima, or [any] other place in the republics of South America, in the years 1821 and 1822, of having secreted and in his possession the property of old Spaniards, what would have been the consequences (under the then existing laws of the republics, and the relations of said republics with Old Spain,) on such American shipmaster or other person, and on the ship and property which said master and other person had under their control and management? Please, also, to state the condition of the country, and was it in a state of revolution at the period before mentioned.

Twenty-fourth interrogatory. Do you know any other matter or thing, or can you state any thing that will be beneficial to the plaintiff in this cause? If you can, please to state the same fully and at large, as if you were specially interrogated thereunto.

By his solicitors: R. W. GREENE, and PETER PRATT.

December 14, 1832.

Cross interrogatories.

UNITED STATES CIRCUIT COURT,
Rhode Island district, sc:

WILLARD W. WETMORE, vs. HENRY MATHEWSON, et al. } In Chancery.

Cross interrogatories, to be proposed to Estanislau Lynch, ——— Hurtz, merchants, and other persons, on the part of Henry Mathewson, one of the defendants in said action, now pending in said circuit court:

First cross interrogatory. Did not the Peruvian Government place in the hands of E. Lynch & Co., in the year 1822, the cargo of the brigantine Olive Branch, and of a certain schooner, for sale, to raise money to pay for said munitions of war? Did not said E. Lynch & Co. have the same sold at auction by John Thwaits, and, according to the course of business there, receive payment for the same, one-third in paper money, and two-thirds in specie, or nearly in those proportions? Was there not a deficiency of the specie so received, to make full payment for said munitions of war? Did not the said Lynch & Co. advise the said Mathewson to receive as much of said paper money in payment as he could get exchanged for specie? Did not the said Mathewson receive a large amount of

said paper money, and exchange the same, or procure the same to be exchanged by brokers for specie, at a discount? Please to state all you know relative to these transactions, and especially all you know as to the amount of paper money so received by the said Mathewson, and the amount exchanged by him, and by others for him, and at what discount; and, also, the accustomed discounts that were made at that time and place on such exchanges.

Second cross interrogatory. Did not the said Estanislau Lynch, in the first place, apply to the officers of the Peruvian Government to purchase the Nancy's cargo, and to take the same on account of the moneys due from them for the sales of said munitions of war? And did not said officers wholly refuse to take payment in that way, and did he not afterwards purchase the same cargo to be paid for when demanded, without any reference to said munitions of war, or the moneys due from government therefor? Was not the Nancy's cargo paid for out of the proceeds of the sales thereof, without any reference to said munitions of war, and before the greater part of said munitions of war were paid for? Did not the officers press the said Lynch hard for the payment of the said Nancy's cargo, and threaten to shut up his store, in consequence of the non-payment, long before they paid for the munitions of war? Was the said Mathewson, by the contract with said officers for said cargo, in any way liable to said government or officers for the purchase? And was not his *liability wholly* to the said Lynch, and the other purchasers of said cargo?

Third cross interrogatory. Was not the contract between E. Lynch and others (the purchasers of the flour mentioned in the fifth direct interrogatory) and the said Mathewson, that he, the said Mathewson, should have one-sixth part of the net profits made on said flour, as a compensation to him for getting the refusal thereof, without his becoming responsible for the payment for the same, or suffering any part of the loss, should any happen on said speculation? Did not said Lynch, at that time, pay the said Mathewson, on account of said munitions of war, several thousand dollars more than what he had then received from said government on that account? And was not much of said flour, at the time of said payment, unsold, and the speculation then unclosed, and left uncertain whether there would be a profit or loss thereon? Did not the said Mathewson, on the fourteenth day of June, 1822, in a letter of that date, give said Lynch written instructions to remit his proportion of the net profits which might arise on said flour speculations to him, the said Mathewson, at Providence, Rhode Island; and also to remit the balance due for the said munitions of war, immediately on its being collected, to Edward Carrington & Co., and Cyrus Butler, at said Providence?

Fourth cross interrogatory. Was it not well known by E. Lynch & Co., and others at Lima, in the years 1821 and 1822, that the ship Mercury and cargo belonged to Edward Carrington & Co. and

Cyrus Butler, and that the sales of said munitions of war and other cargo, were made on their account, and for their exclusive benefit; and was not the accounts kept in the name of Henry Mathewson, for convenience, and in accordance with the custom of the place, without any request to do so from the said Mathewson; and did not the said Lynch, in reply, write and send to said Mathewson a letter of the same date in reply, and engage to remit to said Mathewson his said proportion according to said instructions?

Fifth cross interrogatory. Is it not usual and customary on the west coast of America, when a master or supercargo purchases goods, or takes up money on account of his owners on a credit, for the person so giving the credit to enquire and ascertain whether the master or supercargo has authority to make the purchase, take the credit, and bind said owners by the contract so made?

Sixth cross interrogatory. Are not the laws at Lima, Valparaiso, Guayaquil, and Mazatlan, the same as in other mercantile countries relative to the responsibility of owners, ships and cargoes, for contracts made by masters and supercargoes? If not so, please to point out the difference.

Seventh cross interrogatory. Did you ever know of an instance, at either of those places mentioned in the preceding cross interrogatory, of a ship or cargo's being taken, or holden responsible by any process of law, for any private debt contracted by a master or supercargo in his own name, for his own private benefit, profit, and advantage, and especially where it was known to all the parties at the time, that it was so contracted? If you ever knew of any such instance, please to name the ship or cargo, the master or supercargo, the person who took and held the same, and the time and place when and where the same happened, together with all the circumstances attending the same. Do you know of any public law of either of those places, and which of them, that would create such a liability of a ship and cargo for such a debt? If such a law does exist, please to give a transcript of the same, if in your *power*, and if not in your power, state the substance thereof as particularly as may be, and say by what authority it was made or enacted?

Eighth cross interrogatory. What knowledge have Bartlett & Swett, or either of them, personally, or by information from others, and from whom, relative to certain moneys and other property shipped by the said Mathewson on board the steam brig Tillica, at Guayaquil, in 1825? Did not one of the said house of B. & S. assist in putting said property on board said boat? If yea, what was the property so put on board? Please to state all the circumstances particularly.

Ninth cross interrogatory. Would a Spanish royalist, who had been ordered to leave the country, in the years 1821 to 1825, have been likely to have gone before a public notary, or other authority or officer in the country, to have registered a contract for

the loan of money to any person? Would he not have been interested to conceal his money and loans of money?

Tenth cross interrogatory. Were not Lima and Valparaiso in a very unsettled and disturbed state in the years 1821 and 1822? Were not the natives of Old Spain, then residing at Lima, Valparaiso, and other parts of South America, who were, or who were suspected to be, unfriendly to the revolution, in an unpleasant and perilous situation? Were not their persons often arrested, and their property often seized and confiscated by government? Do you know, have you heard, or have you good reason to believe, that they often concealed much of their property, and especially their money from the officers of government, the patriots of the country, and from foreigners residing there, who were friendly to the patriot cause? Did not many of them, who were possessed of large property, assume the appearance of poverty, through fear of having their property taken from them? Was not money, supposed to belong to them, often found buried in the earth? Did not the officers of the custom, in divers instances, seize the money of those persons, when attempting to transport it out of that country? Were they not often secretly aided and assisted by foreigners to get their property out of the country? Was not the said Mathewson, in those years, acquainted and intimate with many of those Spanish royalists, and with those who were ordered by the government to leave the country? Would not those royalists be more likely to place confidence in foreigners, whose residence was temporary, and whom they well knew, than in any native patriots, or foreigners permanently settled in business, and whose interest would be to obtain the friendship of the officers of government, and of the patriots of the country? Would not the royalists be more likely to apply to such a foreigner for aid in their troubles, than to any one who was residing there for many years, and friendly to the patriot cause?

Eleventh cross interrogatory. Have you any knowledge how, and in what sums, the said Mathewson received his money from Lynch, Hurtz & Co., at Valparaiso, in the year 1823, and how he conveyed the same on board his ship? If yea, relate the same particularly. Did the said Mathewson occupy a room in a house of the said Lynch, Hurtz & Co., and there deposite his money from time to time, as he received it, until he had an opportunity to smuggle the same on board? Do you know that the said Mathewson, at the time he resided there, did complain of having stolen from him out of his bureau, thirty-nine doubloons, or any other quantity, by a servant or steward of the said Lynch, Hurtz & Co., and was the said servant or steward afterwards arrested on the charge, and confined in prison a long time thereon? If you have any knowledge of any of the above matters in this interrogatory, relate the same, and all things connected therewith, as fully as if you were specially interrogated thereunto.

Twelfth cross interrogatory. Do you not know that a store occupied by the custom-house, in which the said Mathewson had his goods deposited, [at] Guayaquil, in the year 1825, had a hole cut through the outer side, near where said goods lay; and were not divers trunks and packages of said goods stolen therefrom, and a quantity of chinaware broken and destroyed? Did not the said Mathewson make complaint to the Governor for redress, without effect? Please relate all you know on the subject.

Thirteenth cross interrogatory. Did the said Henry Mathewson, to your knowledge, take any receipts from Alsop, Wetmore & Cryder, his consignees, for the goods of the Superior's cargo at Valparaiso, in 1826, consigned and delivered to them? If yea, from which of them; or was the business transacted in confidence, without receipts being given from them to him? Have you a personal knowledge of the precise quantity of goods delivered by the said Mathewson to his consignees, or of the precise quantity which was taken into the custom-house stores for said consignees? If yea, name them. Might not goods have been stolen or lost from said custom-house stores, or from the stores of the consignees, without your having any personal knowledge of it?

Fourteenth cross interrogatory. Did not the said Mathewson make known to the consignee of the cargo of the ship Mercury, named in the seventh direct interrogatory on the part of the plaintiff, that said cargo belonged to said Cyrus Butler and Edward Carrington & Co.? Did he give any directions in whose name said accounts named in said seventh direct interrogatory should be kept? Were not said accounts kept in the form in which they were exhibited, because said consignee *himself* considered that form the customary form, and the most proper one?

Fifteenth cross interrogatory. Was not the flour of the Mercury's cargo, which was consigned to E. Lynch & Co. for sale, delivered to them at Callao in July, August, and September, 1823; and were there not two barrels of the same flour stolen from the wharf or landing place after being landed, and after the same had been receipted for by the agent of said Lynch at Callao?

(*Note.*—This question is expressly for E. Lynch.)

Sixteenth cross interrogatory. Did not the said E. Lynch & Co. receive a number of boxes of segars and firkins of butter from the cargo of the ship Mercury, in November or December, 1823; and were there not about eighty boxes of segars left in the custom-house store at Lima, they not being able to sell them for enough to pay the duties? Were there not five firkins of butter detained at the custom-house at Lima, belonging to said Mercury's cargo, on account of some informality of the entry; and did you not say that the expenses of petitioning and recovering the same would be more than what they would sell for; and on that account did you not advise said Mathewson not to have any thing done about it?

(*Note.*—This question is also expressly designed for E. Lynch.)

Seventeenth cross interrogatory. Was it not a common occurrence for goods, after they were landed at Callao, to be stolen there, and on their passage from Callao to Lima, and after their arrival at Lima to the consignees; and have there not *been* instances of this kind happened as to goods consigned to you?

Eighteenth cross interrogatory. Were there not several instances, to your knowledge, where masters of vessels were detected by the officers of the custom-house in smuggling money from Lima to their ships; and were not those difficulties usually settled by a bribe to the officers? Do you know of any ship being seized by Government on any such accusation?

PHILIP CRAPO,
JOSEPH L. TILLINGHAST,
Sol'rs and of counsel for deft.
H. MATHEWSON.

December 24th, 1832.

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE, U. S. CIRCUIT,
In Providence, Jan'y 23, 1833.

I certify the preceding pages to contain true copies of the direct and cross interrogatories on file in this office in said case, duly examined by me.

BENJAMIN COWELL, *Clk.*

Oath of Commissioner.

En la ciudad y puerto de Valparaiso, en veinte y ocho *y ocho* dias del mes de Octobre, de mil ocho cientos treinta y tres años.

El Señor Don Henrique Chauncey, del concercio de esta ciudad, à quien doy fé conosca a efecto de dar cumplimiento, à la comission que se le encaiga en los anteriores documentos—comparecio andemi y le recibi juiamento que hiso par Dios y los Santos Evangelios, sequn su sistema de religion como Protestante; y par el cual prometio, cumplii exacta y fielmente y lo mejor que le sea posible con el encargo contenido en dicha comision escrita en idioma Yngles sui separarse en la practica de las delegencias de cuanto prescriben las leges de esta republica; y para que conste de su pedimento lo pingo per deligencia, que firmo con migo de que doy fé.

JUAN LORENZO TEXAS, [L. S.]
Esc'no de che'do hac'da Com'rio y P'co.

HENRY CHAUNCEY.

Deposition of Thomas Patrickson.

Answers of Thomas Patrickson to the direct interrogatories contained in the commission in the case of W. W. Wetmore *vs.* Henry Mathewson and others:

First. I knew Henry Mathewson personally. My first acquaintance with him was in the year 1826. I do not know any of the other parties.

Second. I reside in Chili. I have done so since 1822.

Third, fourth, and fifteenth. I do not know ought of the matters contained in these interrogatories.

Sixteenth. I was in Valparaiso when the ship Superior arrived from China. Know that she was consigned to Alsop, Wetmore & Cryder, but know nothing further of the question.

Seventeenth. I was not in Lima, and do not know.

Eighteenth to twenty-first. I was not in Lima, and do not know.

Twenty-second. It has always been the custom in Chili to consider supercargoes and captains in charge of the cargo, as if they were the owners and absolute disposers thereof; and undoubtedly the property under their control or management would be held liable for the contracts and engagements entered into by them. Moreover, the tribunals of Chili would certainly enforce this liability. I know (although not by my own experience) that the custom all along the west coast is the same. The rate of interest of money in Chili is legally six per cent., but the usual rate has been twelve per cent. per annum. Among the natives, the general document given for a loan of money is a bond or instrument extended in a notary's office, and registered in a public office in Santiago, established for the express purpose; and although foreigners have sometimes given such documents, it is more common with them to give a simple note of hand. But in this case also, the interest charged is usually at a higher rate than when the bond is more formal.

Twenty-third. A law existed in Peru by which any person concealing property of the European Spaniards (enemies) was fined. In Chili the treatment of old Spaniards has been always more lenient—nevertheless, in the year 1824, the English barque Swallow was seized in Talcahuano, on *suspicion of being* Spanish property, and was with difficulty saved from confiscation.

Peru was in a very unsettled state during the years 1821 and 1822, and governed entirely by the military.

I know nothing further of these matters than what I have already stated. And further this deponent saith not.

Dated in the port of Valparaiso, republic of Chili, this thirtieth day of October, A. D. one thousand eight hundred and thirty-three.

THO. PATRICKSON.

Answers of Thomas Patrickson to the cross interrogatories contained in the commission in the case of W. W. Wetmore *vs.* Henry Mathewson and others:

First to Fourth. I am totally ignorant of the matter contained in these interrogatories.

Fifth. Were a supercargo or master to require an advance or credit beyond the value of the consignment or property under his control, and on the responsibility of others, it would of course be required of him to produce his authority for taking up such moneys, but certainly no inquiry would be made as to the ownership of the

property immediately under his charge, and which would undoubtedly be held liable for his engagements.

Sixth. I suppose that the *substance* or principle of the laws of these countries (*and which are all of the same origin*) is the same as those of other countries, but I cannot speak with certainty on this point.

Seventh. I do not recollect any direct instance, but, as before said, I do consider that the cargo and ship would be held liable to cover the engagements of the master and supercargo.

Eighth. I do not know.

Ninth. I do not think that a Spanish royalist, if induced to leave the country, would make an *exposé* of his property by a public loan of money to any one; he would naturally be induced to conceal it.

Tenth. *In* all I can say to this question is, that these countries (especially Peru) were in an unsettled state during 1821 and 1822, and those suspected to be royalists residing in them, were in an exposed and unpleasant situation. When speaking of Peru, I mean of course those parts where the patriots were dominant.

Eleventh to seventeenth. I know nothing of the matters contained in these cross interrogatories.

Eighteenth. I cannot point out any particular instance, but it is very true that the usual and most effective way to settle detections of smuggling, has always been by immediately bribing the custom house officers. And further this deponent sayeth not.

Dated in the port of Valparaiso, republic of Chili, this thirtieth day of October, A. D. one thousand eight hundred and thirty-three.

THO. PATRICKSON.

Deposition of E. Lynch.

Answers of E. Lynch to the direct interrogatories contained in the commission in the case of Willard W. Wetmore *vs.* Henry Mathewson and others:

First. I know Henry Mathewson personally. My first acquaintance with him was in Valparaiso in the year 1821. I do not know any of the other parties except E. Carrington, by correspondence as a partner of the house of E. Carrington & Co.

Second. I resided in Lima, in the republic of Peru, from September, 1821, to February, 1824, and from March, 1825, to January, 1830, and since then I have resided in the republic of Chili.

Third. Henry Mathewson arrived at Valparaiso in August, 1821, as master and supercargo of the American ship Mercury, laden with munitions of war and sundry merchandise. The munitions of war were intended to fulfil a contract entered into by me in the year 1820, with General San Martin, as general in chief of the liberating army of Peru, a copy of which contract had been sent for execution to Messrs. Ed. Carrington & Co., of Providence, by the house of Lynch, Hill & Co., of Chili; consequently the ship Mercury and her cargo were consigned to E. Lynch & Co., of Lima,

who delivered the munitions of war to the Peruvian Government, then under the direction of San Martin, according to the aforementioned contract, which were to be paid for as follows, viz: one-half cash, and the other half in sixty days after their delivery; and the duties on goods imported by E. Lynch & Co., were to be deducted from either of these payments. These conditions were not fulfilled by the Peruvian Government, and the payment for the munitions of war, per Mercury, which amounted to $120,000 4, was made in the following manner:

An order on the custom house of Lima, for duties due by E. Lynch & Co., for - - -	$50,000
This sum deducted from the purchase of the Nancy's cargo, made by E. Lynch & Co., of the Peruvian Government - - - - -	33,976 1
This sum received, being proceeds of auction sales of the cargo of the Olive Branch - -	24,411 3
And the balance was paid in March, 1826, in Peruvian Government paper, say - - -	11,613
	$120,000 4
The net amount sales of the cargo of said ship Mercury, including the munitions of war, were -	$128,435
The amount of charter on freight of said ship from Callao to Gibraltar, received by me previous to her departure, was - - - - -	15,000
And the amounts received from various persons, and from said Henry Mathewson himself, were, in total, and which were passed to said H. Mathewson's credit - - - - -	12,831 6¼
	$156,266 6¼
And which was accounted for to said Mathewson in the following manner:	
An invoice of $136,000 hard dollars shipped by E. Lynch & Co., on board ship Mercury, amounting with charges, to - - - - -	$140,110 5¾
Several sums paid for and to the said H. Mathewson at different periods - - - -	11,578 3
Leaving a balance due H. Mathewson, on 14th June, 1822, of - - - - - -	4,577 5½
	$156,266 6¼

I was then the only partner residing in Lima, of the house of E. Lynch & Co., of Lima. The several sums paid to Mathewson, as above stated, were paid chiefly in specie. I do not know of any sum of three thousand dollars having been paid by E. Lynch & Co., to said H. Mathewson, in paper money. By a reference to the books of E. Lynch & Co., and to Mathewson's account, I do not find any such sum as three thousand dollars as having been paid to said H. Mathewson at any date. Some small sums of paper money may have been paid to him to defray his expenses while in Lima, and previous to his departure in June, 1822, for Gibraltar, but which he must have paid away without, or if any, with a very small discount; because, on reference to my books, the Peruvian Government paper money did not decline until August, 1822, when by a popular commotion, the first change in the administration of Peru took place. Also, on a reference to the said H. Mathewson's account, I find that from September, 1821, to June, 1822, (inclusive,) when he, the said Mathewson, sailed for Gibraltar, he did only receive, personally, altogether, the sum of $1,659, say sixteen hundred and fifty-nine dollars; consequently, no sum of three thousand dollars could have been paid to him in paper money. Until the said period of August, 1822, the law to receive the paper money *at par* was in force, and its violation was a heavy penalty.

Fourth. Finding it difficult to obtain payment for the munitions of war, per Mercury, from the Peruvian Government, I, in behalf of myself and others, and said H. Mathewson, did make a proposal to the Peruvian Government to purchase the cargo of the prize brig Nancy, for the sum of $155,000, which amount was to be paid in the following manner: $90,000 in cash, $50,000 to be deducted from the amount due E. Lynch & Co. for the munitions of war, per Mercury, and the balance to be paid to the Government in cash, after the delivery of the cargo, and an adjustment had of the same.

The parties concerned in this purchase were:

Don Juan Jose Sanatea	$\frac{3}{9}$.
Manuel Castilla -	$\frac{3}{9}$.
E. Lynch - -	$\frac{2}{9}$.
H. Mathewson -	$\frac{1}{9}$.

The cargo of the Nancy being found partially damaged and considerably deficient, I did only pay to the Government in cash $75,000, of which sum, $50,000 were paid by Sanatea and Castilla; and after much trouble and difficulty with the Government, the sum of $33,976 1 r. of the payment due for the Nancy's cargo, was applied to the payment of the munitions of war, per Mercury. Henry Mathewson brought from the concern the value of $7,286 5½ in goods, which he shipped to Guayaquil in the American brig Thetis, M. Clark, supercargo, to whom he sold the said goods at a certain profit, but how much I do not know. The profits of each $\frac{1}{9}$ share in the purchase of the Nancy's cargo were $4,754 4, which sum was passed to the credit of H. Mathewson, by E. Lynch & Co., for his said share.

Fifth. Henry Mathewson, in company with J. J. Sanatea, Manuel Castilla and myself, entered into another speculation, and purchased 5,400 barrels of flour, in which Mathewson was interested one-sixth, and received for his share of profits $3,070. The whole amount of purchase was $128,000. The purchase was made by Manuel Castilla, and on a credit. The flour being readily sold off, we were enabled to meet the payments of the purchase from the sales—consequently there was no advance of money.

Sixth. The balance due by E. Lynch & Co. to Henry Mathewson, in June, 1822, was $4,577 5½, which was left in their hands, in consideration of the amount due by the Peruvian Government, for the Mercury's munitions of war, the amount of which was not then ascertained, because the accounts of the Nancy's purchase *was* then not liquidated, and E. Lynch & Co. had not then paid the whole of the $75,000 before mentioned; but most assuredly, if any loss had been sustained in the flour speculation, H. Mathewson would have been charged with the proportion of his share in subsequent account, where the said balance stood at his credit. He was interested in any loss there might have been, as well as in any profits which he received.

Seventh. The amount [of] sales of the Mercury's cargo was kept in the books of E. Lynch & Co., under the head of "Mercury's sales," and the proceeds went to the credit of H. Mathewson in account current. By the invoices and advices from Edward Carrington & Co., I knew who the owners of the property were, but, being under the entire control of the said Mathewson, it appeared as his property, and as such was liable for all contracts or engagements entered into by him.

Eighth. I never knew any person by the name of J. S. Martinez; I knew a Portuguese by the name of Sebastian Martinez, and another H. Martinez, and a Colonel R. Martinez, who resided in Lima in the year 1822. The first and last named gentlemen, I think, are still residing there; but I am sure not one of them lent any money to Mathewson, or entered into any speculation with him, because I should have known it; nor is there any probability that said J. S. Martinez, if he existed, could have loaned money to Mathewson without my knowledge.

Ninth. I do not know any of the persons named in this interrogatory. I believe that the wife (and her sisters) of Don Rosendo Ximenez, who went passengers with said Mathewson in the Mercury to Gibraltar, were surnamed Paublino; but I do not believe that they paid Mathewson any thing for secreting their property, because, by the nature of his charter-party with Rodolpho, the charterer of the ship Mercury, he was bound to receive on board as many passengers as the ship could accommodate, without any interference on his part as to the character and class of the passengers. It is true, that the political situation of the country in the year 1822 rendered it necessary for the old Spaniards to conceal

and secrete their property; yet I do not believe they trusted to any transient foreigner, as there were at that time many, and very respectable, foreigners residing in Lima, through whom they shipped or secreted their property, and which was publicly known in Lima.

Tenth. When Mathewson returned to Chili in the year 1823, he consigned the ship Mercury to Lynch, Hurtz & Co., of Valparaiso, and there was a sum of money stolen from Mathewson by a servant of the house, who disappeared and could not be committed to prison; but from what I heard then, and from information obtained now, it did not exceed $500, or thirty gold ounces.

Eleventh. On the return of Mathewson to Peru in the year 1823, he consigned the ship Mercury and cargo to E. Lynch & Co., but I did not then hear any thing of J. S. Martinez or of his adventure.

Twelfth. I do not know of any secret service rendered by H. Mathewson to the Spaniards, in the years 1821 and 1822, nor do I believe he could have done any, for the reasons contained in the ninth direct interrogatory.

Thirteenth. I know nothing of the matters contained in this interrogatory.

Fourteenth. Same.

Fifteenth. I never knew any person by the name of Don José Paublino, nor Pedro Fernandez; neither do I believe there were such persons in Lima in the year 1825. The rate of interest in Lima, in the year 1825, was from nine to twelve per cent. per annum upon good securities. It has not been common for old Spaniards or natives to loan money to transient foreigners, to make long and distant voyages; indeed, I have never known an instance.

Sixteenth. I know nothing further than that I believe the ship Superior arrived at Valparaiso in 1826, and was consigned to Alsop, Wetmore & Cryder.

Seventeenth. I was at Lima in the year 1826, when the Superior arrived. She was consigned to Alsop, Wetmore & Co. I know nothing further of the matter contained in this interrogatory.

Eighteenth. I know nothing of the matter contained in this interrogatory.

Nineteenth. I do not know any man by the name of Don Pablo Haker, nor do I believe there was such a person in Lima in the year 1823, or that any person loaned money to Mathewson at that time, because I should then have had knowledge of it.

Twentieth. I know nothing of the matter, or of the person mentioned in this interrogatory.

Twenty-first. As consignee of the ship Mercury, I made the arrangement, and chartered said ship to Rodolpho, for a voyage from Callao to Gibraltar, for the sum of 15,000 Spanish dollars, which was received before her departure, and placed to the credit of said Henry Mathewson in account current. I do not recollect the particulars of the charter-party, nor am I certain whether a primage or commission was allowed Mathewson or not by the charterer;

but I think the sum of one thousand dollars was paid to Mathewson as a compensation.

Twenty-second. According to the practice hitherto observed, the accounts of sales, as well as the account current, are kept in the name of the captain or supercargo; and as the property is under his control, and in fact his for the time being, so is it held liable for all contracts and engagements entered into by him. The rates of interest *has* been various, both in Chili and Peru, from the year 1823 to 1826. The legal rate of interest has been six per cent., but very seldom could money be found at a less interest than twelve per cent. per annum. When such loans are made, a bond is registered in a notary's office, which is called "Escritura de pago." The duty on the exportation of coined gold in Chili, in the year 1823, was, I find, two per cent.

Twenty-third. If any master or supercargo of any American vessel had been detected in secreting money belonging to the old Spaniards, in the years 1821 and 1822, he would have been fined in double the amount of the secreted property, according to the then published ordinances of the Peruvian Government; and at least his property would have been in great jeopardy. Two American vessels and cargoes were condemned in Callao on suspicion of their masters and supercargoes favoring the Spaniards, or secreting the property. The political state of the country was then very unsettled, and the Government in the hands of military chiefs.

Twenty-fourth. I know nothing further of the matter, other than what is contained in the preceding answers; and further this deponent saith not.

Dated in the port of Valparaiso, republic of Chili, this thirty-first day of October, anno domini one thousand eight hundred and thirty-three.

E. LYNCH.

Answers of E. Lynch to the cross interrogatories contained in the commission in the case of Willard W. Wetmore vs. Henry Mathewson and others.

First. The cargo of the brig Olive Branch was placed in the hands of E. Lynch & Co. by the Peruvian Government in 1822, to be sold at auction, as part payment of the Mercury's munitions of war. The cargo was sold by John Thwaits, and the net proceeds, amounting to $24,711 3, were received by E. Lynch & Co., whether all in specie or part in paper money I do not recollect; but, as specie, was credited to the Government, and as part payment of the Mercury's munitions of war. The largest sum paid to Mathewson personally, at any one time, was $265; and I do not believe there was any paper money ever paid to him, except what was necessary for his personal expenses while in Lima, on which, at that period, there was no discount.

Second. The cargo of the Nancy was purchased on the special condition, that out of its total value, which was estimated at

$155,000, $50,000 should be applied by the Government as part payment of the Mercury's munitions of war. The amount paid by E. Lynch & Co. to the Government, on account of said purchase, was $75,000; which was paid with moneys of J. José Sanatea, Man'l Castilla, E. Lynch & Co., and H. Mathewson, each in their respective proportions. It is true that the Government prosecuted E. Lynch & Co., for the payment of $15,000, being balance of the $90,000 agreed to be paid in cash by E. Lynch & Co., and did also threaten to shut up their store; which threat, however, was not carried into execution. Mathewson was not liable to the Government for the purchase of the Nancy's cargo, but he, and the property under his control, were liable to E. Lynch & Co. to the extent of his interest in said purchase.

Third. No, there never was any such condition thought of; the purchasers were not in need of Mathewson's services in the purchase of the flour. H. Mathewson was as liable for the losses as he was entitled to the gains on the flour speculation. E. Lynch & Co. paid to H. Mathewson more moneys than what they had received in June, 1822. The flour speculation was not liquidated at that date, but I think all was sold, and the profits calculated; and H. Mathewson accordingly, on the day of his departure, gave written orders to E. Lynch & Co. to remit the same to him at Providence, R. Island; and, in the same letter, instructed them to remit the proceeds of the munitions of war to E. Carrington & Co.

Fourth. E. Lynch & Co. were perfectly aware that the cargo of the Mercury was the property of E. Carrington & Co. and Cyrus Butler, but at the same time was under the control of said H. Mathewson, and entirely at his disposal. E. Lynch & Co. would have followed any instructions which H. Mathewson might have given in respect to remitting the balance in their hands.

Fifth. It is true, if a supercargo wants a credit on account of his owners, he must of course produce his letter authorizing it, precisely the same as any other person asking credit for another; but, in the ordinary transactions of the business of a supercargo on this coast, no questions are asked who the property under his charge belongs to, but for the time is under his control, and held to be his, and liable for all his engagements.

Sixth. I do not know.

Seventh. The question is never asked whether a supercargo is purchasing on his own account or not; nor would it avail him any thing to say that the property under his control was not his, and he could not pay.

Eighth. I know nothing of the matter contained in this interrogatory.

Ninth. I do not think that a Spaniard, ordered to leave the country in 1822 to 1825, would have made a contract to loan money; but if he did, it would have been in a private manner.

Tenth. It is true those countries were in an unsettled state, but I do not believe, as I have personal proof to the contrary, that the

old Spaniards would trust their money to transient foreigners in preference to native Spaniards, though friends to the revolution. The answer to the ninth direct interrogatory will answer the remainder of this.

Eleventh. I know nothing of the matter contained in this cross interrogatory, except that part relating to the money stolen; which is contained in the answer to the tenth direct interrogatory.

Twelfth. I do not know.

Thirteenth. I know nothing of the matter contained in this cross interrogatory.

Fourteenth. E. Lynch & Co. knew perfectly well who were the owners of the Mercury and cargo; and, as before stated, it has been the custom to keep the accounts in the name of the supercargo.

Fifteenth. I do not recollect this circumstance.

Sixteenth. I think there was something, but what kind of goods, or to what amount, I do not now remember.

Seventeenth. I have never known whole packages stolen on their way from Callao to Lima, but sometimes there would be articles missing from the packages; very few goods have been missing after [being] placed in our store.

Eighteenth. This is all true, for the seizure of the vessel could not take place unless the smuggled property was found on board of her. The sums paid personally to Mathewson were generally converted into dollars, and smuggled on board the Mercury; and when she was about clearing at the custom-house, a suspicion arose among the custom-house officers that she had been smuggling tobacco, a guard was placed on board, and Mathewson, fearful of detection, broke into the run of the Mercury and took out 3,000 hard dollars, which were then secreted from the search of the custom-house officers. The money shipped on board by E. Lynch & Co. had paid duties according to law; and further this deponent saith not.

Dated in the port of Valparaiso, republic of Chili, this thirty-first day of October, anno domini one thousand eight hundred and thirty-three.

E. LYNCH.

Deposition of William Wheelwright.

Answers of William Wheelwright to the direct interrogatories contained in the commission in the case of Willard W. Wetmore *versus* Henry Mathewson and others.

First. I am personally acquainted with Henry Mathewson, but know nothing of his private character.

Second. I was established as a commission merchant in Guayaquil, from the latter part of the year 1823 to 1828.

Third to nineteenth. I know nothing of the matter contained in these interrogatories.

Twentieth. I have never known a person in Guayaquil by the name of Juniata Publino, neither have I ever heard the name before.

Twenty-first. I know nothing of the matters contained in these interrogatories.

Twenty-second. Captains and supercargoes, or captains acting as supercargoes, represented the vessel and cargo at the period named; and as it was rarely the case that the consignee was acquainted with the owners of the property at home, the accounts were usually kept in the name of the supercargo, and the property would unquestionably always have been held responsible for any debts contracted by the supercargo, on the principle that the supercargo obtains his credit from the property he represents. The legal rate of interest in Columbia is six per cent. per annum, but the customary rate of interest is one and a half per cent. per month. The usual mode of loaning money in Columbia, for any length of time, is by "*Escritura*," or a document drawn up by a notary public, and registered in his office.

Twenty-third. I know nothing of the matter contained in these interrogatories; and further this deponent saith not.

Dated in the port of Valparaiso, republic of Chili, this first day of November, A. D. one thousand eight hundred and thirty-three.

WM. WHEELWRIGHT.

Answers of William Wheelwright to the cross interrogatories contained in the commissions in the case of Willard W. Wetmore versus Henry Mathewson and others.

First to fourth. I know nothing of the matter contained in these interrogatories.

Fifth. Yes; when a supercargo wishes to take up money on account of his owners, he must undoubtedly produce his letter of credit, as would any other person to enable him to do so.

Sixth. I do not know.

Seventh. No, I have never known an instance, but am confident if the case did occur the property would be taken for the private debts of the captain, in any of the ports named in the sixth cross interrogatory.

Eighth. I was not in Guayaquil when the Tillica sailed.

Ninth. No; most undoubtedly he would have used all the secrecy possible.

Tenth. I was not on this coast until the year 1823.

Eleventh to seventeenth. I know nothing of the matter contained in these cross interrogatories.

Eighteenth. There were many difficulties occurring to vessels in consequence of smuggling, and the recourse generally was bribing; and further this deponent saith not.

Dated in the port of Valparaiso, in the republic of Chili, this first day of November, A. D. one thousand eight hundred and thirty-three.

WM. WHEELWRIGHT.

Deposition of Charles Bispham.

Answers of Charles Bispham to the direct interrogatories contained in the commission in the case of Willard W. Wetmore vs. Henry Mathewson and others.

First. I am not personally acquainted with Henry Mathewson, but have frequently heard him spoken of at different parts of this coast, and he has always been represented to me as a person extravagant and loose in his habits, and spending much of his time with women of ill-fame. I am not personally acquainted with any of the other parties.

Second. I have resided in Chili since the year 1829, and was in Lima for some months in 1825.

Third to fifteenth. I am unacquainted with the matter contained in these interrogatories.

Sixteenth. I was not in Valparaiso in 1826, but know that the ship Superior was consigned to Messrs. Alsop, Wetmore & Cryder, as my connection with that house has given me access to their books.

Seventeenth. I was not in Lima in the year 1826, and do not know.

Eighteenth. I was not in Coquimbo in the year 1827, but I have never heard of such a person as Don Pedro Fernandez.

Nineteenth. I have never heard of such a person as Don Publo Haker.

Twentieth. I have never heard of such a person as Donna Juniata Publino.

Twenty-first. I was not in Lima, and do not know.

Twenty-second. It has always been the custom in Chili and Peru, and I believe throughout the coast, to consider captains and supercargoes in charge of the cargo as if they were the owners and absolute disposers thereof; and there is no doubt that the property under their management or control would be held liable for all contracts and engagements entered into by them, and the tribunals of Chili would unquestionably enforce this liability. It is also customary to keep the accounts in the name of the captain or supercargo, and he, for the time being, is only known as the owner of the property, and it is to that alone that the security attaches, and no plea of his, that the property belonged to others, would be sufficient to destroy this liability. The legal rate of interest in Chili is six per cent. per annum, but it is seldom that money, with undoubted security, can be obtained at less than twelve per cent. per annum. The usual security for loans is a bond called an *escritura*, which is registered in a public office in Santiago, established expressly for that purpose; but for loans amongst the foreign merchants, a simple note of hand is usually given.

Twenty-third. The duty on coined gold in 1823 was 2 per cent. A law existed in Peru, by which any person, concealing property

of the European Spaniards (enemies) was fined. In Chili, the treatment of the old Spaniards has been always more lenient; nevertheless, in the year 1824, the English barque Swallow was seized in Talcahuano, on suspicion of being Spanish property, and was with difficulty saved from confiscation. I know nothing further of these matters than what I have already stated. And further this deponent saith not.

Dated in the port of Valparaiso, republic of Chili, this second day of November, A. D. one thousand eight hundred and thirty-three.

CHA. BISPHAM.

Answers of Charles Bispham to the cross interrogatories contained in the commission in the case of Willard W. Wetmore vs. Henry Mathewson and others:

First to fourth. I am unacquainted with the matters contained in these interrogatories.

Fifth. If a supercargo or captain required an advance or credit beyond the value of the consignment or property under his control, and on the responsibility of others, it would, of course, be required of him to produce his authority for taking up such moneys, but unquestionably no inquiry would be made as to the ownership of the property immediately under his charge, and which would undoubtedly be held liable for his engagements.

Sixth. I never understood to the contrary, and have no doubt that the substance of the laws of these countries (and which are all of the same origin) is the same as those of other countries.

Seventh. I do not know of an instance of this nature, but there is no doubt whatever that the ship and cargo would be held liable to cover the engagements of the captain or supercargo, nor would it avail him at all to say that the property under his control was not his.

Eighth. I do not know.

Ninth. I do not believe that a Spanish royalist, if ordered to leave the country in the years 1821 to 1825, would have made an *exposè* of his property by a public loan of money to any one; on the contrary, he would naturally be desirous of concealing it.

Tenth. It is true that these countries were in an unsettled and disturbed state in 1821 and 1822, particularly Peru, and those suspected of being royalists, residing in them, were in an exposed and unpleasant situation; but from my knowledge of the general character of old Spaniards, I do not believe they would have trusted foreigners with their money, unless the most *unquestionable confidence* and friendship existed between them.

Eleventh to seventeenth. I am unacquainted with the matters contained in these interrogatories.

Eighteenth. I cannot recollect any particular instance, but it is true that the usual and most effective way to settle detections of

smuggling, had always been by immediately bribing the custom-house officers. And further this deponent saith not.

Dated in the port of Valparaiso, republic of Chili, this second day of November, A. D. one thousand eight hundred and thirty-three.

CHA. BISPHAM.

And at the June term, 1834, the cause being still before the master, the death of Willard W. Wetmore, the complainant, is suggested, and [the] following bill of revivor filed:

Bill of Revivor.

To the honorable circuit court of the United States for the district of Rhode Island, sitting in chancery:

Respectfully showeth unto your honors, your orator, John H. Clarke, of the city of Providence, in said Rhode Island district, manufacturer, and a citizen of the State of Rhode Island and Providence Plantations, that Willard W. Wetmore, late of the city of New Haven, in the Connecticut district, merchant, and a citizen of the State of Connecticut, but now deceased, on or about the twenty-second day of February, A. D. 1830, filed his original bill of complaint in the clerk's office of this honorable court, against Henry Mathewson, master mariner, Cyrus Butler, merchant, Edward Carrington, and Samuel Wetmore, merchants, all of the city of Providence, in said Rhode Island district, and all citizens of the State of Rhode Island and Providence Plantations, as the defendants thereto, thereby stating such several matters and things as are therein for that purpose more particularly set forth, and praying that the said defendants might answer the several matters and things in said original bill set forth, and come to a full, fair, and perfect account with the said Willard W. Wetmore, then in full life; and that whatever sums of money might be found due to the said Willard W., from the said defendants, or either of them, on such account, might be ordered to be paid to said Willard W., or grant him such other and further relief in the premises, as to this honorable court might seem just and proper, and agreeable to the rules and principles of equity.

And your orator further showeth, that said defendants were duly served with process from this honorable court to appear and answer said bill, and said defendants did appear and file their answers to said bill accordingly; and the plaintiff having filed exceptions to the answer of said Henry Mathewson, he appeared in pursuance of the order of this honorable court, made in the premises, and filed a further answer to said bill; to which answer, and the answer of the other defendants, the said Willard W. replied, and thereupon issue was joined; all which will more fully and at large appear by said original bill, the answers thereto, and the replications, and other proceedings now remaining as of record in this

honorable court, and to which your orator begs leave to refer; that at the November term, A. D. 1831, of this honorable court, it was ordered by a decree of said court, by consent of parties, that said cause be referred to the Hon. Samuel Eddy, as a master in chancery, to take and state an account between the said Willard W., the then complainant, and the defendant, the said Henry Mathewson, touching and concerning the concerns and business of the copartnership subsisting between the parties in said cause, and all the matters and things charged in said bill of complaint; it was also further ordered, as in and by said decree is more fully stated and set forth.

And your orator showeth, that, at the June term, A. D. 1832, of this honorable court, it was further ordered and decreed, by consent of parties, that Richard K. Randolph and John H. Ormsbee be joined to the said Samuel Eddy, as masters, under the decree aforesaid, in the cause aforesaid, as will more fully appear from said order and decree, now remaining as of record in this honorable court; that the said Willard W., complainant as aforesaid, and the said Mathewson, defendant as aforesaid, appeared before said masters, to whom said cause stands referred, and some proceedings were had before said masters, but no general report has yet been made in said cause; and that the said Willard W., the complainant, lately and on or about the ——— day of ———, A. D. 1834, departed this life, intestate, leaving rights, credits, and estate within the said city of Providence.

And your orator further showeth, that he has obtained administration on the estate of the said Willard W., to be granted by and out of the municipal court of the said city of Providence, and hath given bonds for the faithful performance of said trust, according to law, and hath thereby become, and now is, his legal personal representative.

And your orator further showeth, that the suit and proceedings aforesaid having become abated by the death of the said Willard W. Wetmore, your orator is, as he is advised as the personal representative of the said Willard W., entitled to have the said suit and proceedings revived against the said defendants, and the said accounts, by the aforesaid order, directed, prosecuted, and carried on, and to have the said cause put in the same state and condition as the same was in previous to the death of the said Willard W.

To the end, therefore, that the said defendants may answer the premises, and that the said suit and proceedings, which so became abated as aforesaid, may stand revived, and be in the same plight and condition as the same were in at the time of the death of the said Willard W., or that the said defendants may show good cause to the contrary, may it please your honors to grant to your orator the writ of subpœna ad revivendum, to be directed to the said Henry Mathewson, Cyrus Butler, Edward Carrington, and Samuel Wetmore, commanding them, respectively, to be and appear before

this honorable court, on a certain day therein to be named, and under a certain penalty therein to be named, then and there to show cause, if cause there be, why said suit and proceedings, so abated as aforesaid, should not be revived, and in the same plight, state, and condition, as the same were in at the time of the abatement thereof; and that your orator may be further relieved in the premises, as to your honors may seem meet, and his case may require.

By R. W. GREENE,
Sol. for Orator.

Upon which issued the subpœna, as follows:

Subpœna.

RHODE ISLAND DISTRICT, *sc:*

[L. S.] The President of the United States to Henry Mathewson, master mariner, Edward Carrington, Samuel Wetmore, and Cyrus Butler, merchants, all of the city of Providence, and citizens of the State of Rhode Island and Providence Plantations, greeting:

For certain causes offered to our circuit court for the first circuit, within and for the Rhode Island district, in chancery, you are hereby commanded and strictly enjoined, and each of you, laying aside all other matters and things, and notwithstanding any other excuse, personally to appear at the clerk's office of said court, [on] Monday, the 7th day of July next, being the rule day of said court, and then and there, upon your corporal oaths, full, true, and perfect answers make to the bill of revivor of John H. Clarke, of the city of Providence, administrator of the estate of Willard W. Wetmore, deceased, as of record will more fully appear. Hereof fail not, under the pains and penalties that may accrue in consequence of neglect thereof.

And the marshal of said Rhode Island district is hereby commanded to make service of this writ, by reading the same to said Henry, Edward, Samuel, and Cyrus, or by leaving a true and an attested copy thereof at their several and last place or places of abode, fourteen days at least before said rule day, and hereof make your return on or before said rule day. Hereof fail not.

Witness the Hon. John Marshall, our chief justice, this 13th day of June, A. D. 1834.

BENJ'N COWELL, *Clk.*

U. S. OF AMERICA, *R. I. district, sc:*

June 13th, 1834.

Made service of this writ by reading the within in the presence and hearing of the within named (except Samuel Wetmore, who is not by me to be found) Henry Mathewson, Cyrus Butler, Edward Carrington, as within commanded.

B. ANTHONY, *Marshal.*

4 services,	$8 00
1 copy	50
2 rs.	20
	$8 70

And at the rule day, July, 1834, appears Henry Mathewson, one of the respondents, in the words following, to wit:

Appearance of H. Mathewson.

Circuit court of the United States in and for Rhode Island district, sitting in chancery.

In the case JOHN H. CLARKE, administrator on the estate of Willard W. Wetmore, deceased, complainant in a bill of revivor,
vs.
HENRY MATHEWSON and others, defendants.

The said Henry Mathewson, on this seventh day of July, A. D. 1834, being a rule day of said court, in his own proper person appears at the office of the clerk of said court, but does not submit himself to the jurisdiction of said court, nor make any answer to said bill, because he says that it appears by said bill, and so the fact is, that the said John H. Clarke, the complainant, and he, the said Henry Mathewson, one of the defendants, are both citizens of the State of Rhode Island and Providence Plantations, and are not citizens of different States; wherefore he prays this honorable court to take no further cognizance of the same bill.

HENRY MATHEWSON.

And said bill of revivor being continued from term to term, until the November term, 1835, when the following decree is made:

Decree.

RHODE ISLAND DISTRICT, *sc:*

Circuit court, November term, A. D. 1835.

In the cause in equity,
JOHN H. CLARKE, administrator, &c., complainant in a bill of revivor,
vs.
HENRY MATHEWSON and others, defts.

On motion of the said Henry Mathewson, and it appearing by the said bill of revivor that the said John H. Clarke, the complainant, and the said Henry Mathewson, one of the defendants, are both citizens of the State of Rhode Island and Providence Plantations, and not citizens of different States—it is hereby ordered, ad-

judged and decreed, that the said bill of revivor be, and the same is hereby, dismissed for want of jurisdiction.

Entered of record by order of said court, November term, A. D. 1835.

JOHN T. PITMAN, *Clk.*

From which decree the complainant filed his petition for an appeal.

Petition for appeal.

CIRCUIT COURT OF THE UNITED STATES, *District of R. I., ss:*
Rule day, Sept. 5th, 1836.—*Clerk's office.*

In the bill of revivor,
JOHN H. CLARKE, administrator on the estate of Willard W. Wetmore, deceased, plaintiff,
against
HENRY MATHEWSON, CYRUS BUTLER, & others, defendants.

The said John H. Clarke, plaintiff in the above case, appeals to the Supreme Court of the United States from a decree of the honorable circuit court, rendered at the November term thereof, A. D. 1835, dismissing said bill, and prays that such proceedings may be had in the premises as the law requires.

By R. W. GREENE,
his Solicitor.

September 5th, 1836.

Let a citation issue to the said defendants, requiring them to show cause, at the next rule day, why the within appeal should not be allowed, &c.

JOHN PITMAN,
District Judge U. S. for Rhode Island district.

And the adverse party having been cited as follows:

Citation.

RHODE ISLAND DISTRICT, *sc:*

To Henry Mathewson, master mariner, Edward Carrington, Samuel Wetmore, and Cyrus Butler, merchants, all of the city of Providence, and citizens of the State of Rhode Island and Providence Plantations, greeting:

Whereas, at the rule day of our circuit court, holden at Providence, within and for the Rhode Island district, on the fifth day of September, A. D. 1836, John H. Clarke, administrator on the estate of Willard W. Wetmore, deceased, in a cause in equity, wherein said John H. Clarke was plaintiff, and you were defendants, presented a petition, wherein he appeals to the Supreme

Court of the United States from a decree of said circuit court, rendered at the November term thereof, A. D. 1835, and prays that such proceedings may be had in the premises as the law requires.

Wherefore you are hereby required to appear at the clerk's office of said circuit court, on Monday, the third day of October next, being a rule day of said court, if you see fit, to show cause, if any you have, why said appeal should not be allowed.

Dated at Providence, the thirteenth day of September, A. D. 1836.

JOHN T. PITMAN, *Clerk.*

I have notified all the within named, except Samuel Wetmore, whom I notified by copy to appear at the within time and place, by reading the within.

B. ANTHONY, *Marshal.*

Fees for 4 services,	$8 00
1 copy, - -	50
	$8 50
Travel - -	7 00
	$15 50

Rule day, October 3d, 1836.

No cause appearing to the contrary, the within appeal is hereby allowed, upon a bond being given to prosecute the said appeal, &c., in the sum of two hundred dollars, with surety satisfactory to the district judge, within ten days from the present time.

JOHN PITMAN,
District Judge U. S. for Rhode Island district.

It was ordered—no cause appearing; and in accordance with said order was filed the following bond:

Bond—Appeal bond.

JOHN H. CLARKE, administrator,
vs.
HENRY MATHEWSON et als. } Case.

U. S. CIRCUIT COURT, *Rhode Island district:*

Know all men by these presents, that we, John H. Clarke, of Providence, in the county of Providence and State of Rhode Island, as principal, and William Butler, of said Providence, as surety, are held and firmly bound unto Henry Mathewson, Cyrus Butler, Samuel Wetmore, and Edward Carrington, in the sum of two hundred dollars, to be paid to the said Henry Mathewson, Cyrus Butler, Samuel Wetmore, and Edward Carrington, their executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the above obligation is as follows: Whereas, at the November term of the circuit court of the United States, for the first circuit, begun and holden at Providence, within and for the Rhode Island district, on the fifteenth day of November, A. D. 1835, a decree was rendered and pronounced by said court on a bill of revivor, in which bill the said John H. Clarke, administrator on the estate of Willard W. Wetmore, deceased, was plaintiff, and the said Henry Mathewson, Cyrus Butler, Samuel Wetmore, and Edward Carrington, were defendants, from which decree the said John H. Clarke has appealed to the Supreme Court of the United States, next to be holden at the city of Washington, on the second Monday in January next. Now, therefore, if the said Clarke shall prosecute his said appeal before said Supreme Court with effect, or, in default thereof, shall well and truly pay all such costs as shall be adjudged for him to pay by said Supreme Court, or by said circuit court, by reason of said appeal, then the before written obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Sealed with our seals, and dated this eighth day of October, A. D. one thousand eight hundred and thirty-six.

JOHN H. CLARKE, [L. S.]
WM. BUTLER. [L. S.]

Signed, sealed, and delivered in presence of
JOHN T. PITMAN.

Whereupon the cause was certified to the Supreme Court of the United States, and at the June term, 1838, of said circuit court, the following mandate was received:

Mandate.

UNITED STATES OF AMERICA, *ss:*

[L. S.] The President of the United States of America, to the honorable the judges of the circuit court of the United States, for the district of Rhode Island, greeting:

Whereas, lately, in the circuit court of the United States, for the district of Rhode Island, before you, or some of you, in a cause between John H. Clarke, administrator on the estate of Willard W. Wetmore, deceased, complainant in a bill of revivor against Henry Mathewson, Cyrus Butler, Samuel Wetmore, and Edward Carrington, defendants in equity, the decree of the said circuit court was in the following words, viz: "It appearing by the said bill of revivor, that the said John H. Clarke, the complainant, and the said Henry Mathewson, one of the defendants, are both citizens of the State of Rhode Island and Providence Plantations, and not citizens of different States, it is hereby ordered, adjudged, and decreed, that the said bill of revivor be, and the same is hereby, dismissed for want of jurisdiction,"—as by the inspection of the transcript of

the record of the said circuit court, which was brought into the Supreme Court of the United States, by virtue of an appeal, agreeably to the act of Congress in such case made and provided, fully and at large appears.

And whereas, in the present term of January, in the year of our Lord one thousand eight hundred and thirty-eight, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel; on consideration whereof, it is now hereby ordered, adjudged, and decreed, by this court, that the decree of the said circuit court, dismissing the bill of revivor in this cause, ought to be, and the same is hereby, reversed, and that this cause be, and the same is hereby, remanded to the said circuit court, for further proceedings to be had therein, in conformity to the opinion of this court, and according to law. February 19.

You, therefore, are hereby commanded, that such further proceedings be had in said cause, in conformity to the opinion and decree of this court, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

Witness, the honorable Roger B. Taney, chief justice of said Supreme Court, the second Monday of January, in the year of our Lord one thousand eight hundred and thirty-eight.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Order on mandate.

Whereupon, it was ordered and decreed by the court, that the cause stand revived.

And, on the 13th day of January, 1839, in pursuance of an order made at the June term, 1838, the following commission issued:

Commission.

RHODE ISLAND DISTRICT, *sc:*

[L. S.] The President of the United States of America to Charles F. Tillinghast, of Providence, in said district, and a citizen of the State of Rhode Island, &c., esquire, greeting:

Whereas, at a circuit court of the United States, begun and holden at Newport, within and for said Rhode Island district, on the fifteenth day of June, A. D. 1838, on account of the indisposition of Samuel Eddy, esq., you were appointed joint master in chancery with Richard K. Randolph and John H. Ormsbee, esquires, who were previously appointed and commissioned, in a certain cause in equity pending before said court, wherein Willard W. Wetmore, deceased, was, and John H. Clarke, of the city of Providence, in said district, administrator of the estate of said Willard W. Wetmore, deceased, now is, complainant, and Henry Mathewson, Ed-

ward Carrington, Samuel Wetmore, and Cyrus Butler, all of said city and district, are respondents, as will by the record more fully appear.

Wherefore, reposing full confidence in your ability and integrity, you are hereby authorized and requested, on certain days, and at such places, to be jointly by said Richard K., John H., and yourself appointed for that purpose, to cite the parties before you, and hear them touching the premises, and to do and perform all the duties which may devolve upon you, by reason of your said appointment, agreeably to the decretal order of said court, made at the November term thereof, A. D. 1831, a copy of which, under the seal of said court, is hereto annexed.

You are moreover required, before you proceed to act by authority of this commission, to engage yourself, by oath or affirmation, before some person authorized to administer the same, to the faithful performance of the trust hereby reposed in you; and also to give all parties timely notice of your proceeding, and to cause the said complainant, and the said Henry Mathewson, one of the respondents, to be served, or see that the same have been served, with a copy of said decretal order.

Hereof fail not, but your report make of your doings, by virtue hereof, to our said court as soon as may be.

Witness, the Hon. Roger B. Taney, our chief justice, at Providence, this thirtieth day of January, A. D. 1839.

JOHN T. PITMAN, *Clerk.*

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE, CIRCUIT COURT, AT PROVIDENCE,
this thirtieth day of January, A. D. 1839.

Then personally came and appeared the within named Charles F. Tillinghast, and made oath that he would faithfully and impartially execute and perform the duties reposed in him by this commission, according to the best of [his] skill and understanding.

Before me, JOHN T. PITMAN, *Clerk.*

Copy.

RHODE ISLAND DISTRICT, *sc:*

Circuit Court, Nov. term, 1831.

In the case WILLARD W. WETMORE, complainant, } In chancery.
vs.
HENRY MATHEWSON et al., defendants. }

This cause came on to be heard, and was argued by counsel, and on consideration thereof, and by agreement of the parties, it was ordered, adjudged, and decreed by the court, that said cause be referred to the Hon. Samuel Eddy, of Providence, as a master in chancery, to take and state an account between the complainant and the defendant Henry Mathewson, touching and concerning the concerns and business of the partnership subsisting between the

parties in said cause, and all the other matters and things charged in said bill of complaint. That the said master have power to examine witnesses, and all the parties in this cause under oath, touching all and singular the matters above mentioned; and that he also have power to compel the production of such books, papers, and documents, or other writings, as may be in the possession or power of either of the parties, as shall be called for, or as he shall think ought to be produced before him in taking such accounts, and that he be at liberty to adjourn from day to day upon said reference.

And it is further ordered, that all further direction be reserved until the coming in of said master's report.

JOHN PITMAN, *District Judge.*

November 23, 1831.—*Nov. term*, 1831.

Attest: B. COWELL, *Clerk.*

UNITED STATES OF AMERICA, *Rhode Island district:*

CLERK'S OFFICE, CIRCUIT COURT, AT PROVIDENCE,
January 30, *A. D.* 1839.

I hereby certify that the foregoing page contains a true copy of an interlocutory decree, passed at Nov. term of said court, A. D. 1831, in the cause in equity, wherein Willard W. Wetmore was complainant, and Henry Mathewson et al. are respondents, now of record in this office, duly compared by me.

[L. S.] In testimony whereof, I have hereunto set the seal of said court, and my hand, the day and year above written.

JOHN T. PITMAN, *Clerk.*

And afterwards, to wit, at the Nov. term, 1840, the following report was made:

Master's report.

To the circuit court of the United States to be holden at Providence, in the Rhode Island district, on the fifteenth day of November, A. D. 1840.

In pursuance of a decretal order of this court, made in the case of John H. Clarke, administrator of the estate of Willaid W. Wetmore, against Henry Mathewson and others, made at the November term thereof, A. D. 1831, the undersigned, masters in chancery in said cause, having been attended, at several times, by the parties, complainant and defendants, and by their respective counsel, and having examined the evidence taken in chief in the cause, and taken the testimony of several witnesses produced before them, the undersigned, or one of them, upon agreement of the parties, upon the matters directed to be inquired into by said decree, and considered the same, do report:

That they have taken an account between the said Willard W. Wetmore, the complainant in the original bill, and Henry Mathew-

son, one of the defendants, upon which account they find a balance due to the complainant, John H. Clarke, as administrator of the estate of the said Willard W. Wetmore, from the said Henry Mathewson, of eight thousand and ninety-eight dollars and fifty-two cents, according to the statement of said account, marked A, and herewith returned to said court, which sum includes interest to the sixteenth day of November, A. D. 1840.

At the several hearings before the undersigned, several questions arose upon the matters embraced in said bill, and upon objections to evidence, which, with their decision thereon, are herewith submitted to the court.

The copartnership of the original complainant, Willard W. Wetmore, with E. Carrington & Co., is asserted in the bill and denied in the answer of the respondent, Henry Mathewson. To prove the copartnership, the complainant offered Edward Carrington, one of the defendants, as a witness. The defendant, Mathewson, objected to his admission, because he was a party to the suit, and because he was a creditor of the estate of Willard W. Wetmore. The masters took the deposition of the said Edward Carrington *de bene esse*, and herewith return it to the court, marked C. No such evidence was given of the interest of the said Carrington as a creditor of the said Willard W. Wetmore, other than what appears from the answers of the said Carrington upon his own examination.

The deposition was rejected by the masters, because there had been no decree of the court directing the examination of the said Carrington as a witness. The only evidence of the partnership of the original complainant with E. Carrington & Co. consisted of entries in the books of E. Carrington & Co., which were produced upon the call of the defendant, Mathewson, from which it appears, that on the first day of June, 1821, a new set of books were commenced, in which the entries are as follows, viz: on the 1st, or fly-leaf of the day-book, is this entry:

Providence, June 1st, 1821.

Day-book.

Edward Carrington & Co.—New concern.

Edward Carrington }
Samuel Wetmore } sig.
W. W. Wetmore }.

And commencing on the first page, under date of 1st June, 1821, and continuing through several pages, Edward Carrington & Co., old concern, are credited with the sum of $118,987 32, for their interest in various adventures and shipments then outstanding.

The corresponding leger is headed, new concern, leger A, and commences with the same date.

No deeds or bills of sale were given to Willard W. Wetmore of the vessels or other property of the concern; but at different times,

from May 8, 1821, to May 23, 1823, as the several vessels of the company arrived at Providence, they were registered anew, and the name of Willard W. Wetmore added as one of the owners. As the ship Mercury never returned to the United States, no change of her register was made.

Upon the rejection of the testimony of Edward Carrington, the defendant, Mathewson, objected to any further examination of the account, alleging that there was no sufficient evidence in the cause that the said Willard W. Wetmore was a partner, and that the present complainant had, therefore, no right to an account of mercantile transactions to which his intestate was a stranger. But it was determined by the masters that there was sufficient evidence of the copartnership, or if not, still as the decree of the court directed them to take and state an account concerning the partnership, and all other matters charged in the bill, they were bound to proceed and state the account; and at the request of the defendant, Mathewson, they have herewith reported to the court, as above, the evidence which was given to them of the existence of the copartnership.

While the defendant, Mathewson, was detained at Lima, with his ship, the Mercury, on her first voyage from Europe, waiting for the payment, by the Peruvian Government, for that portion of her cargo purchased by them, he claims to have had it in his power to render great assistance to several Spaniards with whom he had become acquainted, by aiding them in the concealment of their property, then exposed to seizure and confiscation by the patriot Government; and for such, his friendly advice and services, he states that he received various gratuities in money and other articles of value.

During the same period of his detention, he entered into certain contracts with Estanislaus Lynch, the consignee of the ship, and others, for the purchase of some prize goods, and of a quantity of flour, upon which contracts he realized considerable profits.

Whereupon, the complainant claims, that the money arising from these gratuities and profits should be charged to the respondent, Mathewson, as constituting part of the profits of the voyage, to which the owners of the vessel were entitled. This claim was resisted by the respondent. In support of his claim, the complainant contended, that by the laws of Peru the property of the owners would be liable for the fulfilment, by the captain and supercargo, of all contracts made by him, whether on his own private account or on account of the vessel under his charge; and that by the assistance rendered to royalist Spaniards, Captain Mathewson had subjected the vessel and cargo to the danger of seizure and confiscation.

The depositions of Thomas Patrickson, Estanislaus Lynch, Wm. Wheelwright, Charles Bispham, Edwin Bartlett, and Wm. S. Wetmore, were offered by the complainant.

To portions of these depositions the counsel of the respondent filed written objections, which are herewith returned to the court, marked B.

The masters were of opinion that the objections were applicable to the weight only of the testimony, and not to its competency, and therefore admitted all the depositions, and at the request of the respondent here report his objection.

In the account stated by them, the masters have not charged to the respondent, Mathewson, any sums of money received by him as gratuities during his first voyage, as he was not then a partner with E. Carrington & Co., and his transactions at Lima did not at all interfere with his duty to the owners of the ship Mercury.

In relation to the contracts made by Captain Mathewson while at Lima, on the first voyage, for the purchase of prize goods, and of flour, it appears to the masters that they are susceptible of different considerations, and that the profits of the former belong to the owners of the Mercury, while those of the latter may properly be retained by the respondent, Mathewson.

The case, as proved to the masters, shows, that after the sale of the cargo of arms to the Peruvian Government, some delay and difficulty was experienced in obtaining payment therefor; and in order to procure payment, among other reasons, a purchase was made by the consignees of the cargo, in behalf of themselves, Captain Mathewson, and others, of the ship Nancy and cargo, which had been condemned as prize to the Government, and in payment for which, in part, $50,000 of the amount due from the Government for the arms was, by the contract of purchase, to be the offset. The purchase resulted in a profit to Captain Mathewson of $4,754 50, which he credited to the owners of the Mercury, at first, but afterwards charged the amount to them, as having been erroneously credited. The masters considered that, as Captain Mathewson's inducements to the purchase of the ship Nancy and cargo was to hasten and facilitate the settlement for the cargo of the Mercury, any profit realized on the sale should belong to the owners of the Mercury. Had a loss been sustained in the sale, it would have been difficult for the owners to have relieved themselves from it by charging it to Captain Mathewson, as a private speculation, with which they had no concern.

At about the same period, the respondent, Mathewson, united with E. Lynch and others in the purchase of a large quantity of flour, upon the sale of which he realized a profit of $3,070. This purchase had no connexion with the business of the Mercury, and was made by Captain Mathewson while he was detained at Lima for a much longer time than was contemplated by him, or the owners of the Mercury would have *been* necessary; and the masters do not think that he was, either by his contract with the owners, or by the rules of law, prohibited from trading on his own account, while so detained; the proceeds never were credited to the owners,

and the masters are of opinion that they rightfully belong to Captain Mathewson.

It was claimed by the respondent, Mathewson, that if the complainant, Willard W. Wetmore, ever was a partner, he could have no interest in any voyage which commenced anterior to his becoming a partner; and that the account should be commenced with the new voyage at Gibraltar, by charging to the respondent the actual amount taken on board the ship Mercury at that time, and that all former proceedings should be passed without examination; but the masters thought otherwise.

Because, first, the decree requires an account to be taken of all the matters charged in the bill; and the bill expressly calls for an account of the prior voyages of the Mercury.

And, secondly, because the whole proceeds of the prior voyages were in the possession or control of Captain Mathewson, and the amount retained by him for the capital of the new voyage cannot be ascertained without an examination and settlements of the preceding accounts.

By the contract for the new voyage, E. Carrington & Co. and Cyrus Butler were to furnish $50,000, as a cargo for the ship, with which to commence the new speculations; and while, on the one hand, it is claimed that he retained about $56,000, and on the other, the amount retained is said to be only about $41,000, there is no mode of ascertaining the true sum, other than by an examination of the accounts. It will not suffice to assume the invoice of the cargo taken on board as the real amount, as it is admitted by Captain Mathewson that he did not invest in the cargo the whole sum retained, but took with him a quantity of specie in the ship, on sailing from Gibraltar; and afterwards, in the progress of his new voyage, received other sums, the proceeds of part of the cargo of the first voyage, which had been left at Lima for sale.

The masters have stated the account, commencing with the first voyage from Bremen, and find a balance of $50,567 76 due from Captain Mathewson at the close of the accounts of that voyage. From this sum he had to repair his vessel at the expense of $1,905 06, thus leaving in his hands less by about $1,300 than the amount agreed to be furnished as cargo for the new voyage. They find, however, that Captain Mathewson did not at the time make any complaint that the firm of E. Carrington & Co. did not fulfil their contract by furnishing $50,000. And as he had in his possession or control the whole proceeds of the former voyages, much exceeding $50,000, and retained such part as he thought necessary under the contract, they do not think him entitled to any allowance for any alleged deficiency in the amount.

In the voyage from Gibraltar, Captain Mathewson took on board his ship a quantity of military clothing in his own name; but, as he says in his second answer, for the account of J. S. Martinez, of whom he had received $2,700, while at Lima, on the first voyage,

for investment in Europe, for his account and risk. Upon the amount thus invested there resulted a profit of $1,300. On the part of the complainant, it is claimed that the representations of the respondent, Mathewson, in relation to this investment, are not true, and that no such individual as Martinez ever existed, and that the object of the defendant in using his name was to conceal the fact of his having carried on board the ship goods of his own, and on his own account, in violation of the contract by which, on this voyage, his wages and commissions were to be in full of all services and privileges, as master, supercargo, or otherwise; and that all benefits realized by Captain Mathewson in this or any other trading on his own account, while a partner in the concerns of the Mercury and her cargo, should be credited to the common funds of the partnership.

(In fact the claim went further, and extended to the principal sum, as well as the profits of all Captain Mathewson's investments, upon the ground, that as he had no property with him when he commenced the voyage, and as his whole time and services should be devoted to the interest of his employers, any money he might have obtained in any way, while thus employed, must be held to belong to the owners of the ship, and, with all accruing profits, be credited to them. But this view of the case the masters do not adopt; they recognise the right of the respondent, Mathewson, to acquire and retain his separate property; and it is only when the use of that property comes in conflict with his contract with the owners, or his duties to them as partners, that the masters, or either of them, have discovered any foundation for a claim on the part of the owners to participate in the profits of the transactions.)

The defendant, Mathewson, resists this claim for the profits of the military clothing; and the account which he gives of the transaction is, that one Martinez, an officer in the patriot army at Lima, delivered to him $1,700, to be invested in military clothing in Europe, and returned to Martinez in Lima; that he did so invest a portion of the money, but, on his return, he could not find Martinez, or hear any tidings of him; and he, therefore, sold the clothing, and remitted the proceeds to Thomas Dickinson & Co., bankers, of London, on his (Capt. Mathewson's) own account.

Capt. Mathewson states that he was extensively acquainted at Lima, as he must necessarily have been from his residence there of about twelve months, at two different times; and yet he does not show by a single witness that Martinez was living there, or had ever lived there, or that any information was ever given by him to any one that he had any of Martinez's property in his possession; and when they considered the improbability of the transaction, and that there was no evidence, other than the answer of Capt. Mathewson, of the existence of such a person as Martinez, the masters are constrained to say that the receipt of money from Martinez is not proved, unless the answer of the respondent, Mathewson, is to

be considered as responsive to the bill in that particular, and therefore conclusive. The masters have not so considered it. Assuming the truth of the defendant's statement, how would it differ from any other case of goods shipped on freight and consigned to the master for sale and investment of the proceeds? In such a case, if the shipper had died, or could not be found, and no claim by him or his representatives was ever made for the proceeds of the shipment, could the master claim that he was entitled to retain the whole to his own use; would he not be accountable to the owners for the whole investment, principal as well as the profits?

The masters have adopted the conclusion which, in a pecuniary sense, is the most favorable for the respondent, Mathewson; and, considering the investment in military clothing at Gibraltar to have been of his private funds, they have allowed to the copartnership the profits realized by him from the investment, upon the ground that it was not competent for Capt. Mathewson to enter into any speculations, on his individual account, during his engagements as copartner, which could come in competition with the interests of the other owners, or which would withdraw the care and attention of the master and supercargo from the general interest. Upon this point, however, the masters have not been able to agree; two of them are of opinion that the profits realized upon the military clothing should be carried to the joint credit of the whole concern, and they are accordingly so entered in the account herewith stated; the other master would have preferred to have carried these profits to the individual credit of Capt. Mathewson. The same principle has an application to other sums of money, comparatively very large, which are, by the majority of the masters, credited to the general fund, and we may, therefore, be justified in stating the facts and conclusions more fully.

The orator claimed that, inasmuch as the respondent, Mathewson, was, by the terms of his agreement, to have no privilege, but his wages and commissions were to be in full for all services and privileges, he had thereby debarred himself from any right which he might otherwise have to trade on his own account; and as he had no funds of his own, when he left the United States, to proceed upon the voyages mentioned in the contract, and could not procure any by trading, or use any which he might obtain by loan or gratuities from his friends, without infringing upon and violating the terms of his contract; that, therefore, all sums of money found in the possession of the respondent during the voyage, as well as all the proceeds thereof, were to be considered as received and invested for the benefit of the owners of the ship of which the respondent was master.

The masters were all of opinion that this claim could not be sustained in its broadest extent. They all agreed that certain sums of money received by Capt. Mathewson in Europe and South America, during his first voyage, were rightfully received, and might be

retained to his own private use; of these sums are the proceeds of the box of swords presented him in Bremen, and of his private stock of clothing carried from the United States, the gratuities received from the old Spaniards in Lima, and the profits of his purchase of flour. Upon that voyage, he was not a partner with the complainant; and while at Lima, his duty to the plaintiff was not inconsistent with trading on his own account, or with rendering any aid to the Spanish royalists which might be in his power.

But agreeing upon the right of the respondent to avail himself of such proceeds of his industry, the masters differ upon the use to be made of the capital thus created after the commencement of those voyages during which he was a copartner.

The majority think that it was not consistent with the duties which the respondent, Mathewson, owed to his copartners for him to embark his capital in the same ship with theirs, and thus subject himself to the temptation of preferring his own interest when brought in competition with theirs, and subject them to the losses and disappointments, or at least to the decreased profits, of a glutted market. They have, therefore, credited to the general concern the profits which have been made upon the capital of the respondent, Mathewson, when thus employed; but, at the same time, they have allowed to the respondent the capital itself, with interest thereon, at the rate at which money might then have been procured in Lima, and which they find to have been about twelve per cent.

Besides the shipment of military clothing from Gibraltar to Lima before mentioned, there were two shipments from Canton, one in the ship Mercury, and one in the ship Superior, to which they have applied the above principle; and they were more assured of the correctness of its application when they learnt from the evidence that, on one occasion, a portion of the respective goods shipped on separate and on joint account was not distinguished until after an account of sales had been rendered, and when the goods claimed as separate property had been sold at a greater profit than the rest of the cargo.

After having performed several voyages, the ship Mercury was disabled in a storm, and, being unfit for repair, was condemned at Guayaquil in June, 1825; and thereupon the respondent, Mathewson, shipped to Lima the proceeds of the vessel and her cargo, and there chartered, in his own name, but for the benefit of the owners of the Mercury, three-fourth parts of the ship Superior for a voyage to Canton, and thence back to South America. The proceeds of this voyage were at first credited in the general account; but, at the hearing before the masters, it was claimed by the defendant, Mathewson, that the charter of the Superior by him was an act not authorized by the original agreement, and was not only never ratified by the other owners of the Mercury, but in fact was expressly disavowed by them; and he, therefore, placed to the credit of the owners the proceeds of the Mercury and her cargo, and allowing

interest thereon during the voyages of the Superior, claimed, as made on his individual account, the voyages of that vessel.

The masters are of opinion that the charter of the Superior was within the extensive powers of Capt. Mathewson by the original contract, and, therefore, needed no confirmation. The fact of a disavowal on the part of the other owners, was said, by Capt. Mathewson, to consist in a letter written by them, in Providence, to Mrs. Mathewson, the wife and attorney of Capt. Mathewson, in answer to her application for money on his account, and which, it is alleged in the answer, they had verbally agreed to furnish to her, from time to time, so long as he should continue abroad employed in voyages in which they had an interest. The exact terms of this agreement to furnish money do not appear. The letter above referred to, as written to Mrs. Mathewson, admits an agreement to advance money during his voyage, and says that the writer did not understand that they were to advance on Capt. Mathewson's account after his voyage was ended. This letter is without date, but is proved, by the deposition of Henry C. Mathewson, to have been written in August or September, 1826.

On the 10th of July, in that year, E. Carrington & Co. and Cyrus Butler had written to Capt. Mathewson a long and labored letter alluding to the charter of the Superior, not expressly affirming it, nor yet containing any thing that can be construed into a disavowal; the object of which letter appeared to be to persuade Capt. Mathewson to return to the United States with the joint property. It can hardly be possible, therefore, that the letter to Mrs. Mathewson, written so soon afterwards, could have been intended as a disavowal of all further interest in the voyages of her husband; and, as it appears to the masters that it is susceptible of a construction that will harmonize with their former correspondence, they have adopted that construction, and adjudged that there was no disavowal of the charter of the Superior. This letter to Mrs. Mathewson they think refers entirely to the first voyage of the Mercury, when Capt. Mathewson was captain and supercargo, but had not any further interest; the wages and commissions of which voyage were payable in the United States, and formed the fund from which Mrs. Mathewson had, from time to time, been supplied with money.

At the commencement of the joint adventure, Capt. Mathewson directed E. Carrington & Co. and Cyrus Butler to keep him insured; and he afterwards, during the prosecution of his voyages, again requested insurance, and referred to the policy as furnishing the means of security to them for any sum he might owe them. No insurance was made by E. Carrington & Co. and Cyrus Butler either for themselves or for Capt. Mathewson.

During the joint adventures, they sustained a general average loss; and also, at different times, a partial loss of ship and cargo. Counter claims were made at the hearing, on the one part, for the

ordinary rates of premium, and, on the other part, for compensation for the losses.

The masters were of opinion that the premiums would exceed the losses, and, therefore, disallowed the claim for loss.

But inasmuch as no insurance was in fact made, they have not charged Capt. Mathewson with the excess of premium.

The masters are not aware that any other parts of the case require illustration, further than will be apparent from the accounts as stated by them.

All which is respectfully submitted by

(Signed) CHARLES F. TILLINGHAST,
RICHARD K. RANDOLPH,
Nov. 16, 1840. JOHN H. ORMSBEE.

‡ 1 A.

Edward Carrington & Co. and Cyrus Butler, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

1821.	Dr.		
February	To amount of invoice of arms shipped at Bremen 1821 - - - - -	R. D. 72,533 63	
	To amount of invoice of glass ware, do -	1,323 07	
	To amount of invoice of 8 cases linen, do -	4,585 10	
	To F. & E. Delius' bill disbursements, do -	535 61	
	To brokerage and stamps, as charged by F. & E. Delius, at Bremen, 1821 - - -	149 36	
	To pilotage of ship from the Texel to Grolincal, 1821 - - - - -	100 00	
		(R. D.) 79,227 33	
	This amount is footed in rix dollars, and the amount carried out in the right hand column is in our currency, after the rate of 75 cents the rix dollar - - - - -	-	$59,421 09
	To my bill of disbursements at Bremen, 1821 -	-	891 94
	To Solomon Townsend's bill of chronometer and sextant for ship's use - - - -	-	590 00
	To Capt. Benjamin James' bill of sundries for ship's use at the Texel - - -	G. 2,522 07	
	This amount in guilders is carried out at 40 cts. each guilder - - - - -	-	1,008 94
	To amount of Capt. James' bill of sundries paid seamen at New York, 1821 - - -	-	52 25
	To set charts for Pacific ocean - -	-	24 00
			$61,988 22
	To cash paid Thomas Dickerson, ac. balance of account, April 2, 1821, £5 12 8 sterling.		
	Balance carried to new account - - -	-	439 92
			$62,428 14

‡ 1 A—Continued.

1820.	Cr.	
	By cash of E. Carrington & Co., 16th Oct., 1820 - -	$138 35
	By their order on Bryant & Sturges, Oct. 20, 1820 - -	100 00
	By sundry drafts on Dan'l Crommelin & Sons, Amsterdam, in February and March, 1821, for 158,817 7s. guilders, equal to - - - - 79,515 67 rix dollars.	
	Allowance on linen - 16 63 do.	
	R. D. 79,532 67, at 75 c. the dollar -	59,649 59
	By cash received of D. Crommelin & Sons, February, 1821, 3,350 guilders - - - - - -	1,340 00
	By 80 cases gin to Benj. James, 369 guilders - -	147 60
	By order on E. Carrington & Co. and Cyrus Butler, 15th January, 1821, in favor [of] Solomon Townsend - -	590 00
	By cash of Capt. James, of Hughland - G. 150	
	Do do for ballast - - 100	
		100 00
		$62,065 54
	By amount of Delius & Co., being part of their commissions returned by them - - - - - -	362 60
	By cash ordered D. Crommelin & Son to pay F. & E. Delius, April 2, 1821, £5 12 8 sterling.	
		$62,428 14

These eleven sheets are the accounts referred to in the report in the case of John H. Clarke vs. Henry Mathewson and others.

(Signed) CHARLES F. TILLINGHAST,
RICHARD K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡ 2 A.

Edward Carrington & Co. and Cyrus Butler, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

1822.	Dr.		
	To bill of disbursements at Lima in 1822 - -	$525 44	
	Do do pr. E. Lynch & Co.'s bill at Valparaiso and Lima -	781 95	
	Do do pr. Benj. James' bill at Callao, 1822 - -	736 00	
			$2,043 39
	To invoice of goods shipped, per brig Thetis, for Guayaquil, March, 1822, and consigned [to] Masklin Clarke - -		10,896 68
	To paid Wm. Bogman on acc't his passage to Providence, via Panama, May 30, 1822 - - - - - -		201 25
	To amount of invoice $120,000 shipped on board the Mercury, at Callao, June, 1822 - - - - $120,000 00		
	Expenses incurred in getting same on board - 3,122 59		
			123,122 59

‡ 2 A—Continued.

1822.	To amount invoice of 26 bbls. powder shipped to Horatio Jerauld, at Valparaiso, Nov. 23, 1823		$1,040 00
	To balance due from Peruvian Government, left with E. Lynch & Co. to collect, 1822		4,577 69
	To invoice of $15,000 shipped on board the Mercury at Callao, June, 1822	$15,300 00	
	To charges for getting same on board	938 00	
			16,238 00
	To balance carried to your credit in new account made up at Gibraltar		1,104 37
			$159,223 97
	To bill disbursements paid at Rio Janeiro, Sept., 1822	$884 64	
	To loss made on 43 doubloons from Lima to Gibraltar	43 00	
	To paid crew at Gibraltar when the ship was discharged in Dec., 1822	3,955 47	
	To loss in counterfeit dollars found in specie brought from Lima	73 00	
			$4,956 11
	To this amount of Hill & Blodget's bill of Dec. 28, 1822, which was for fresh provisions, vegetables, &c., furnished the ship while lying at quarantine on her arrival from Lima	$101 31	
	To this amount Hill & Blodget's bill of Dec. 28, 1822, which was expended in repairs for the ship at Gibraltar, in order to receive a cargo for the new voyage	1,905 06	
			2,006 37
	To cash left with Hill & Blodget, per receipt, Dec., 1822, per your orders		79,901 21
	To balance carried to your credit in new acc't		50,672 13
			$137,535 82
	Cr.		
	By net amount sales of ship's cargo at Lima, in June, 1822, per acc't rendered		$134,408 51
	By cash received of Masklin Clarke, June, 1822, on account sales goods shipped to Guayaquil, April, 1822		3,892 65
	By net profit on sales of goods purchased of Government at Lima, May, 1822		4,754 50
	By amount received of Rodolph, June 8, 1822, for the charter of the ship to Gibraltar, via Rio Janeiro		15,000 00
	By received for demurrage, 7 days, at $50 per day		350 00
	By difference in the sale of gin, between his general account sales and particular sales		128 05
	By return duties on goods, per Thetis, at Guayaquil		247 34
	By freight of small swords from Bremen to Lima, in Sep't, 1821		3 00
	By balance from first account—Bremen		439 92
			$159,223 97
	By balance due owners at Lima, brought to new account at Gibraltar		$1,104 37
	By net sales made at Callao of sundries by Benj. James	$263 00	
	By net sales slops and twine on board the ship in 1822, per acc't	589 62	

‡ 2 A—Continued.

1822.	By hospital money received from crew at Gibraltar	$38 70	
	By amount received from crew for gin smuggled on voyage from Bremen to Valparaiso, 1821 -	70 02	
	By received for sales ullago bag coffee at Gibraltar -	20 11	
	By this amount cash landed from Mercury at Gibraltar in Dec., 1822, as per acc't rendered -	135,300 00	
	By received for passage of passengers from Rio Janeiro to Gibraltar - - - -	150 00	
			$136,431 45
			$137,535 82

These eleven sheets are the accounts referred to in the report in the case John H. Clarke vs. Henry Mathewson and others.

(Signed) CHAS. F. TILLINGHAST,
RICHARD K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡ 3 A.

Edward Carrington & Co. and Cyrus Butler, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

1823.	Dr.		
	To paid E. Lynch & Co., Sep., 1823, expenses on gin	$42 75	
	" closing ship's register and gratification -	52 50	
	" Valante to Callao, June, 1822 - -	4 00	
	" Captain Pitts for wine - - -	40 00	
			$139 25
	To cash shipped you, by E. Lynch & Co., Dec'r, 1822, in brig Harriet, Mathew Kelly, master, bound for Baltimore - - - -	3,400 00	
	To expenses paid in shipping the same - -	274 87	
	export duty, commission, &c., $966 31 -	67 62	
	expenses to Callao, Sep., 1823, $3; and box $4	7 00	
			3,749 49
	paid export duty, Dec., 1823, on $425 - -	21 25	
	2 boxes and expenses to Callao - -	8 25	
	cash carried to new account, Dec'r, 1823, of E. Carrington & Co., Cyrus Butler and H. Mathewson - - - - - -	1,379 50	
			1,409 00
			$5,297 74
1823.	Cr.		
	By balance of account due on account of Peruvian Government, E. Lynch & Co., Sept., 1823 - - - -		$4,577 69
	By net sales of gin left with E. Lynch & Co., per sale, June, 1822, rec'd Dec., 1823 - - - - -		720 05
			$5,297 74

These eleven sheets are the accounts referred to in the report in the case [of] John H. Clarke vs. Henry Mathewson and others.

(Signed) CHAS. F. TILLINGHAST,
RICH'D K. RANDOLPH,
November 16, 1840. JOHN H. ORMSBEE.

‡ 4 A.

Edward Carrington & Co., Cyrus Butler and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

Dr.	Dolls. Cts.	Dolls. Cts.
To Hill & Blodget's invoice for cargo at Gibraltar for new voyage	39,622 25	
so much of Hill & Blodget's bill of disbursements for the new adventure	2,490 55	
paid Geo. Wharton's bill sundries for the ship	263 27	
my bill of sundries at Gibraltar for the ship	141 62	
advance wages to seamen shipped at Gibraltar	140	
		42,657 69
specie shipped on board the ship at Gibraltar to purchase remainder of the cargo at Rio de Janeiro	6,500	
amount of money remaining in my hands in leaving Gibraltar after settling all the ship's accounts	528 67	
		7,028 67
balance carried to new account and credited		1,720 99
		51,407 35
To invoice of goods purchased at Rio de Janeiro, Feb. 1823, as per account rendered		5,239 94
advance wages paid 6 seamen shipped at Rio, at 14 dolls. per month	87	
bill of disbursements paid at Rio, Feb. 1823	533 13	
cash paid ship's cook, discharged at Rio, 1823	15 75	
" " Johanna Pan, seaman, discharged	10	
" advance to Ch. Robinson, 2d officer	20	
" paid to Elias Swinson, carpenter	5	
paid exchanging money at Rio	26 73	
		697 61
amount of funds not invested at Rio, retaken on board in consequence of being disappointed in getting some paper, and this sum credited in new account		1,418 12
balance carried to your credit in new account		1,720 99
		$9,476 66
Cr.		
By amount transferred to this adventure by E. Carrington & Co., and Cyrus Butler, at Gibraltar, it being a balance there in my hands		50,672 13
this amount received premium on 10,500 specie dollars sold at Gibraltar from the funds used to purchase new cargo	105 00	
amount return as half commissions by Hill & Blodget for purchasing cargo by agreement	480 22	
passage received for one passenger in advance from Gibraltar to Rio Janeiro	150	
		735 22
		$51,407 35

‡ 4 A—Continued.

By amount balance brought from the above account – –		$1,720 99
" of specie landed at Rio and placed in the hands of Clapp, Ragart & Co. to purchase cargo – –		7,028 67
freight received from Gibraltar to Rio – – –		327
		$9,076 66

These eleven sheets are the accounts referred to in the report in the case of John H. Clarke vs. Henry Mathewson and others.

(Signed) CHAS. F. TILLINGHAST,
RICH'D K. RANDOLPH,
JOHN H. ORMSBEE.

Nov. 16, 1840.

‡ 5 A.

Edward Carrington & Co., and Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

	Dr.		
1823.	To paid license at Santiago, May, 1823 - -	$10 00	
	" " " at Valparaiso - - -	2 00	
	" " sentinel and hospital fees - - -	6 00	
	" " captain of the port, his fee, and for franking register - - - -	18 00	
	" " notary's fees in and outwards - -	30 00	
	" " custom-house officers at Valparaiso, May, 1823	10 50	
	" " tonnage duty at Valparaiso, " "	182 00	
			$258 50
	" " allowance made Terro, for difference of quality in creas, at Valparaiso, May, 1823 -	50 25	
	" " disbursement bill, at Valparaiso, June, 1823	789 97	
	" " for 83 januroes potatoes, per bill - -	214 88	
	" cash stolen from me at Lynch, Hurtz & Co.'s house, by their steward, June, 1823, 39 ozs. -	672 75	
	" premium paid Van Lawton, May, 1823, on $6,000, on board the U. S. ship Franklin, at 5 pr. ct.	300 00	
	" premium paid E. Lynch & Co., July 1823, on $1,161, deposited on board U. S. schooner Dolphin - - - - -	63 87	
	" paid E. Lynch & Co., commissions on freight from Valparaiso to Lima, July, 1823 -	12 12	
	" paid John O'Brian, July, 1823, pr. exch'g 200 ozs. for dollars, at 25 c. each - - -	50 00	
	" paid disbursements at Callao, Sept. 1823, per bill	258 88	
	" 102 marks plata pina and silver, deposited on board U. S. schooner Dolphin, at Callao, July, 1823	816 00	
	" paid officers for passing pina to Dolphin -	25 00	
	" " custom-house officers, sold sundries from ship	60 00	
	" " custom-house officers, permitting $7,000 to pass from the Dolphin to the Mercury -	35 00	

‡ 5 A—Continued.

1823.	To paid officers, passing $1,500 from shore to ship, July, 1823	$37 00	
	" " guard with money from Lima to Callao, Sept., 1823	16 00	
	" " officers of the last visit boat, Sept., 1823	20 00	
	" " deposite of $1,161 to Dolphin, Sept., 1823	11 61	
	" " E. Lynch & Co., bill disbursements at Lima, Sept., 1823	410 00	
			$3,843 33
	" " landing 238 bbls. flour at Callao, July, 1823	89 00	
	" " carpenter's bill at Callao	108 75	
	" " Wm. S. Wetmore, for spars, &c.	396 25	
	" " John O'Brien, for one anchor and cordage at Callao, July, 1823	418 37	
	" " Alex. Ferranio, wages up to May 3, 1823	32 64	
	" " Marthas Duargo, wages to May 5, 1823	27 34	
	" my order in favor Wm. S. Wetmore, on Lynch, Hurtz & Co., Valparaiso, pr. his receipt, June, 1823	3,000 00	
	" duties and expenses in shipping $6,680 from Lima to Callao, Sept.	402 34	
	" pd. premium on $4,000, at Lima, Sept., 1823, 1 p.c.	40 00	
	" " " at Valparaiso, May, 1823, on $420, 5 p.c.	23 12	
	" " for one bbl. tar, $10, and one bbl. oil, $15, for ship at sea, Sept., 1823	25 00	
	" " for potatoes, at Anker, Oct., 1823	3 00	
			4,565 81
	Amount carried over		$8,667 64
	Amount brought over		$8,667 64
1823.	To paid tonnage duty at Anker, Oct., 1823	182 00	
	" " capt. of the port, his fees at Anker, " "	15 00	
	" " duty on export of specie at Anker, " "	40 00	
	" George Wheaton's bill at Arica, " "	35 12	
	" advance wages to 3 seamen, shipped at Callao, in Sept., 1823	56 00	
	" E. Lynch & Co., at Lima, Dec., 1823, on acc. of loss in duties on flour sold Ranus, July, 1823	405 13	
	" E. Lynch & Co., on acc. sales of uniforms at Lima, in Dec., 1823	205 62	
			938 87
	" this amount of pina and silver, shipped on board the Mercury, in Jan'y, 1824, for Canton		34,248 75
	" paid changing $3,500 at Lima, Dec., 1823, 1 p.c.		34 94
	" deposite of 102 marks silver on board Dolphin, 1823		8 00
	" E. Lynch & Co., bill tonnage duty in Dec., 1823		339 50
	" for old copper at Callao, Dec., 1823		101 90
	" for bonus for money at Lima, Dec. 1823		7 00
	" for last visit of officers at Callao, Dec., 1823		25 00
	" paid Geo. Wheaton's bill at Callao, Dec., 1823		103 00
	" " Jno. O'Brian's bill at " " "		15 75
	" " duties at Lima on $4,000		200 00
	" this amount remitted Thos. Dickerson & Co., London, in R. Procter, esq., bill No. 197, on Thos. Punder, jr., on acc. Peruvian Government	4,322 50	

‡5 A—Continued.

1823.	To paid port charges at Whanchan, Jan'y., 1824 -	$175 00	
	" loss on 676 patriot ozs., at Lima and Truxillo, Dec., 1823, *a* 25 c. - - - -	169 00	
	" invoice of 50 bs. cotton, with port charges, shipped on board the Mercury, at Payta, January, 1824 - - - - -	376 75	
	" paid disbursements at Lima, Whanchan, and Payta, Dec. and Jan'y., 1823 and 1824 - -	435 69	
	" paid E. Lynch & Co., Dec., 1823, for 3,000 ds. afloat, at 6 p. c. - - - -	180 00	
			$5,658 94
	" paid advance to seamen, at Callao, 1823 -	339 29	
	" paid for one sheet charts, coast of Peru - -	5 00	
	" Spanish dollars, shipped on board the Mercury for Canton, in Jan'y, 1824 - - -	14,294 91	
			14,639 20
			64,988 49
	" cash remitted per Harriet, May 6, 1823, $2,600 00		
	Less expenses - - 42 87		
		1,958 13	
	" balance to your credit in new account - -	1,788 18	
			3,746 31
			$68,734 80

Cr.

1823.	By balance brought forward - -		$1,720 99
	By cash from Rio Janeiro, *not* invested there - -		1,418 12
	" amount due Carrington & Co., and Butler, on closing the first voyage as per acc. No. 4, of 1st voyage, brought to this acc., having been received by me in Sept., 1823 - -	$1,379 50	
	" this amt. rec'd for freight from Rio to Valparaiso, May, 1823 - - - - -	140 50	
			1,520 00
	" ret. sales of sundries belonging to owners of Mercury's cargo, at Valparaiso, May, 1823 -	-	31,103 86
	" this amt. credited by E. Lynch & Co., at Lima, Sept., 1823, on acc. duties paid in copper coin	149 50	
	" net sale sundries at Lima, Sept., 1823 - -	10,305 50	
	" freight and passage money, rec'd from Valparaiso to Callao, July, 1823 - - -	1,730 37	
	" hospital money, for 2 seamen, discharged at Valparaiso, in May, 1823 - - - -	2 07	
			12,187 44
	" amount received for freight from Callao to Ancker, Oct., 1823 - - - - -	65 00	
	" net sales of sundries at Anker - - -	2,426 63	
	" amt. rec'd for freight from Anker to Callao -	214 25	
	" amt. rec'd for passage money from Anker to Callao	80 00	
	" amt. gained on 186 Span. ozs., at do., 1823, *a* 25c.	46 50	
	" net sales of sundries at Lima, Dec., 1823 -	16,198 11	
	" cash rec'd of S. Prevost, at Lima, Dec., 1823, on acc. Volante hire - - - - -	30 25	

‡5 A—Continued.

1823.	To this amt. expense twice chg'd on pina to Dolphin -	$25 00	
			$19,085 74
	" error of this sum, made in crediting freight of specie from Anker to Lima, in Nov. 1823 -	143 25	
	" error in not crediting freight of hhd. of tobacco from Lima to Anker, in 1823 - -	16 00	
	" freight of 45 kegs lard, Gibraltar to Lima, 1823 -	25 00	
	" freight cloths with Benj. James, from Gibraltar to Lima, in 1823 - - - -	6 00	
	" freight of 50 boxes segars from Rio to Lima, in 1823, at 12 cents per box - - -	6 00	
	" this amount sundries sold to crew at sundry times, on 2d voyage - - - -	202 40	
			398 65
	" this sum, being profits made by me on military clothing, purchased in name of Martinez, at Gibraltar, landed and sold in Lima - - -		1,300 00
	Amount carried over - - -		$68,734 80
	By amount brought over - -		$68,734 80

These eleven sheets are the accounts referred to in the report in the case of John H. Clarke vs. Henry Mathewson and others.

(Signed) CHAS. F. TILLINGHAST,
RICHARD K. RANDOLPH,
JOHN H. ORMSBEE.

Nov. 16, 1840.

‡6 A.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

	Dr.		
1824.	To paid Lynch, Hurtz & Co., for timber &c. for ship at Valparaiso, June, 1823 - - - -	$51 25	
	" paid Geo. Wheaton wages settled at Canton, April, 1824 - - - - -	507	
			$558 25
	" amount of invoice of Mercury's cargo, shipped at Canton for Chili and Peru, June, 1824 - - -		45,829 92
	" this amount, left with Russell & Co. to pay any extra expenses against the Mercury at Canton, June, 1824 - - - - -	385 39	
	" amount due from E. Lynch on freight of cotton, (78 bales,) from Peru to Canton, April, 1824, the whole amount having been collected when there was but $ - - - -	299 92	
	" counterfeit dollars returned by Russell & Co. at Canton, June, 1824 - - -	11	

‡6 A—Continued.

1824.	To paid Russell & C., bill disbursements at Canton, June, 1824 – – – – –	$6,008 90	
	" paid for sundries for the ship at Whampoa, June, 1824 – – – – –	334 62	
	" paid advance wages to seamen at Canton, June, 1824 – – – – –	1,054 37	
			$8,094 20
			$54,482 37
	Balance to new account – – –		1,430 07
			$55,912 44
	Cr.		
	By balance brought forward from sheet 5 – – – –		$1,788 18
	" my order on E. Carrington & Co. in favor of Geo. Wheaton, April 20, 1824 – – –	$503 60	
	" hospital money rec'd from Geo. Wheaton, 1824	3 40	
			507
	" freight rec'd from Peru to Canton, June, 1824 – –		1,162
	" sale of silver and specie at Canton, June, 1824 – –		49,955 26
	" this amount, received of Russell & Co. at Canton, June, 1824, on account of money shipped on board the George by W. S. Wetmore, at Chili, in November, 1823 –		2,500
			$55,912 44

These eleven sheets are the accounts referred to in the report in the case of John H Clarke vs. Henry Mathewson and others.

CHAS. F. TILLINGHAST,
RICH'D K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡7 A.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account current with Henry Mathewson, master and supercargo.

	Dr.		
1825.	To cash paid Captain Skiddy, for goods which fell short in goods sold him – – – – – – –		$121
	" paid disbursements at Monterey, Dec., 1824	$1,052 6½	
	" paid disbursements at Mazatlan, March, 1825	1,669 2½	
	" paid transit duty on goods shipped at Guayaquil in September, 1825, for Lima, per Fifeshire	219	
	" paid freight of goods from Guayaquil to Lima, September, 1825, per Fifeshire – –	400	
	" paid export duty on $14,000, at Guayaquil, September, 1825, at 4 per cent. – –	560	
	" paid porterage, and for bags for the same –	7	
	" paid transit duty at Chorillos on $14,000, per Fifeshire, Oct. 1825, at 1 per cent. – –	140	
	" paid export duty at Lima, 1825, in November, on $27,415, at 5 per cent. – – –	1,370 6	
	" paid premium on $27,415, at ½ per cent. –	137 0½	

‡7 A—Continued.

1825.	To paid expenses at Lima in November, 1825, in shipping $27,415 to Chorillos – –	$94		
	" paid deposite to U. S. frigate, on $50,000 –	500		
	" paid bill of disbursements at Guayaquil, September, 1825 – – – – –	1,324	7	
	" paid seamen wages at Guayaquil, June, 1825 –	4,535		
	" your average, made of the loss of specie sustained by the blowing up of the steam brig Fellica, October, 1825 – – – –	1,098	0½	
	" paid expenses charged by Wm. Wetmore on specie shipped at Valparaiso, Nov. 1823, by the ship George, per Canton, on the Mercury's account – – – –	203	6	
		$13,311	5	$13,311 62
	" this amount, in bar silver, pina, gold, and dollars, shipped from Lima in November, 1825, for Canton, via Manilla, on board ship Superior, E. Andrews master – –			73,371 18
	" my wages as master, from 18th November, 1822, to 18th November, 1825, 36 months, at $50 per month – –			1,800
				$88,603 80
				7,072 04
	Balance to new account – – –			$95,675 84
	Cr.			
1825.	By balance brought forward – – – – –			$1,430 07
	" cash charged as paid Benj. James at Guayaquil, June, 1825, as advanced by you to his wife –	$510		
	" amount abated on duties at Guayaquil, September, 1825 – – – – –	232	7½	
	" amount abated on storage by Bartlett & Sweet, at Guayaquil, September, 1825 – –	40	2	
	" this amount, received of Nixen & McCall, at Lima, in November, 1825, on account of sales of 19 casks of wine left with them for sale in December, 1823 – – – –	354	7½	
	" cash received of E. Lynch & Co., for balance due on freight of cotton to Canton, June, 1824	299	7½	
	" hospital money received from crew at Guayaquil, in June, 1825 – – – –	58	5	
	" amount received for sales of sundries to crew, 1824 – – – – –	436	2½	
	" net sales of sundry stores from ship at Guayaquil, September, 1825 – – –	1,287	4½	
		$3,220	4½	3,220 56
	" net sales of the Mercury's cargo on the west coast of America, in 1825 – – –			73,974 12
	" amount freight list from Canton to west coast of America, 1825 – – – –			6,169 31
	" amount received of Carrington & Butler, for their average proportion of loss made on the ship Mercury, June, 1825 – – –	42	65	
	" do. of Perkins & Co. – – ditto	1,862	38	
	" do. of Thomas M. Forbes, – ditto	105	43	
	" do. of Samuel Russell, – ditto	186	42	
	" do. of Charles N. Talbot, – ditto	37	14	
	" do. of Henry Mathewson, – ditto	614	98	
				2,849

‡7 A—Continued.

1825.	By cash received for sales 30 ship's oars, June, 1828	$50	
	" cash advanced by Alsop, Wetmore & Co., on goods left with them for sale in Nov., 1825 –	400	
	" cash received for 11 counterfeit dollars passed at Monterey, 1824, which were refused at Canton, June, 1824 – – – –	11	
	" cash received of W. S. Wetmore, in Lima, November, 1825, on account, and for the balance of an order given in June, 1825, on Lynch, Hurtz & Co., at Valparaiso – – –	500	
	" cash received for net sales of ship Mercury at Guayaquil, July, 1825 – – –	2,454 5	
	" received as balance due Butler and Carrington & Co., November, 1825 – – –	284 6	
		$3,700 3	$3,700 37
	" this amount, being profits made by me on goods shipped in the Mercury, at Canton, in my name in 1824, (spring,) $7,535 invested produced $12,600, excess $5,065, less 12 months interest, 12 per cent. on $6,104 93, being amount of above investment, less $1,430 07. Amount due the owners, $732 59 – – – – –		4,332 41
			$95,675 84

These eleven sheets are the accounts referred to in the report in the case of John H. Clarke vs. Henry Mathewson and others.

Signed,

CHAS. F. TILLINGHAST,
RICH'D K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡8 A.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of an adventure on board ship Superior, E. Andrews master, in account with Henry Mathewson.

	Dr.		
1826.	To three-fourths of $7,372 52, amount of ship Superior's cargo of rice shipped at Manilla for Canton, 4th March, 1826 – – – –	$5,529 39	
	To three-fourths of $1,558 44, amount of bill of disbursements for ship Superior, at Manilla in March, and in Canton in June, 1826 – –	1,168 83	
			$6,698 22
	To three-fourths, being your interest of the cargo of the ship Superior, shipped at Canton in June, 1826, for the west coast of America, as per invoice rendered, being $96,878 76 – – – –		73,647 50
	To paid Russell & Co., bill for extra expenses of ship Mercury, at Canton, in June, 1824 – –	346 98	
	To difference in Russell & Co.'s account sales of old copper bought in June, 1824; Russell & Co.'s credit for old copper sold – $165		

‡8 A—Continued.

1826.	The amount was credited owners, but in June, 1826, they render the sales of this same old copper, on final settlement with them, at - - -	127 21		
			$37 79	
	To amount bad dollars returned at Canton, June, 1825 - - - - - -		31	
	To loss on sales of gold, silver, and pina, at Canton, June, 1826 - - - - -		1,824 44	
	To 9 pieces black satin, $13 27 - - -		118 80	
				$2,359 01
	Balance to new account - - - - -			7,074 34
				$89,779 07
	Cr.			
1826.	By balance brought forward - - - - -			$7,072 04
	" three-fourths of $10,886 78, amount sales of the cargo of the ship Superior, at Canton, May, 1826		$8,165 08	
	" three-fourths of $860 50, amount freight made in the Superior, from Canton to Lintin, June, 1826		645 38	
				8,810 46
	" this amount specie landed at Canton from ship Superior, brought from Lima in November, 1825, and landed March, 1826 - - - - -			73,371 18
	" this amount, charged in June, 1824, as left with Russell & Co. to pay extra expenses of ship Mercury - - - - - -		385 39	
	" premium received on 4,000 old Spanish dollars sold Encons, at Canton, in March, 1826, 3½ p. c.		140	
				525 39
				$89,779 07

These eleven sheets are the accounts referred to in the report in the case John H Clarke vs. Henry Mathewson and others.

Signed, CHAS. F. TILLINGHAST,
RICH'D K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡ 9 A.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of an adventure on board ship Superior, E. Andrews, master, in account with Henry Mathewson.

	Dr.	*Dols. rls.*	
1826.	To 3-4 of $50 49, disbursements for Superior at Valparaiso, October, 1826 – – –	37 7	
	12 doz. beer at Valparaiso, October, 1826 –	30 0	
			$67 87
	paid E. Andrews, captain of the Superior, at Lima, Nov'r 8, 1826, for the charter of said ship from Lima to Canton and back – – – –		12,750 00
	paid 3-4 of $133 37, disbursements for Superior at Lima, in Nov'r, 1826 – – – –		100 03
	amount invoice specie shipped, E. Carrington & Co. and Cyrus Butler, Dec. 16, 1826, by ship Superior, C. Andrews, master, and bound for Providence, R. I. – – – – –		21,042 00
	paid board and house rent at Lima, from Nov'r 1, 1826, to Jan'y 17, 1827 – – – –		105 25
	amount invoice specie shipped, E. Carrington & Co. and C. Butler, by ship Portia, Lemuel C. Tripp, master, Jan. 15, 1827, bound for N. York –		31,765 50
	3-4 of $53 12, being the expense of transporting goods from ship Superior to other ships at Callao, Dec'r, 1826 – – – – –	39 6¾	
	this amount charged by Alsop, Wetmore & Co. for bad debts on goods sold in August, 1826 –	167 7½	
	amount invoice copper shipped at Valparaiso in February, 1827, by the Portia, Tripp, master, for New York – – – – –	5,040 2	
			5,248 03
	paid my passage from Lima to New York, with expense of stopping at Valparaiso, in the ship Portia, in Feb'y, 1827 – – –	411 1	
	3-4 of $381, interest charged by Alsop, Wetmore & Cryder, on money advanced at Valparaiso, October 14, 1826, on account goods sold from the cargo of the Superior – – –	285 6	
		696 7	696 88
	cash for that credited you, Nov'r 21, 1825, as an advance received of Alsop, Wetmore & Co. at Lima, for goods left with them for sale from Mercury's cargo – – – –	400 00	
	paid back as over credit for freight received of Thomas P. Forbes, Nov'r, 1826, Lima to Peru	25 25	
			425 25
	my wages in Superior, from 18th Nov'r, 1825, until 1st June, 1827, being 18 mos. and 13 days, at $50 per month – – – – –		921 67
	commissions on $101,762 30, acknowledged to have been received by Carrington & Co. and C. Butler, as proceeds Superior's cargo, at 5 p. c.		5,088 11
	3 bars iron rendered as sold in Superior's sale, which was before paid to Baretto in his sales, 1826—this item not rendered to owners in any account – – – – – –		12 00
			78,222 59
	Balance to new account – – –		29,913 25
			$108,135 84

‡ 9 A—Continued.

	Cr.		
1826.	By balance brought forward – – – –		$7,074 34
	your proportion of $18,939 56, amount net sales of sundries from cargo ship Superior at Valparaiso, Oct. 14, 1826 – – – – –		14,397 97
	net sales of 9 ps. black satin from box No. 10, at Valparaiso, Oct., 1826 – – –	213 6	
	net amount sales of sundries from the cargo of ship Mercury at Lima, August, 1825 – –	1,804 7½	
	cash received of Alsop, Wetmore & Co. at Lima, Jan'y 15, 1827, on account of loss on weight of pina purchased of them, Nov., 1825 – –	363 3	
	cash received of Alsop, Wetmore & Co. at Lima, Jan'y 15, 1827, for charges on goods by the brig Marope on shore, when the goods were sold afloat, July, 1825 – – – – –	117 3	
		2,499 3½	2,499 44
	amount invoice specie received of Alsop, Wetmore & Co. at Lima, Dec. 16, 1826, on account sales of the cargo of ship Superior at Lima, Nov., 1826 – – – – –	21,042 0	
	amount invoice specie received of Alsop, Wetmore & Co. at Lima, Jan'y, 1827, on account sales of the cargo of ship Superior at Lima, Nov., 1826 – – – – –	31,765 4	
		52,807 4	52,807 50
	3-4 of $805, freight of iron in ship Superior from Manilla to Valparaiso, Oct., 1826 – –	603 6	
	3-4 of $689 25, amount freight list of Superior from Canton to Lima, in 1826 – –	516 7½	
		1,120 5½	1,120 69
	my draft on Alsop, Wetmore & Co. at Lima, in favor Alsop, Wetmore & Cryder, at 10 days' sight, of 16th Feb., 1827, for – – – –		10,000 00
	your proportion of $33, being the sales of 2 boxes china at Callao, in Dec., 1826 – –	25 3	
	31 counterfeit dollars sold at Lima in Dec., 1826, which were returned as bad in Canton, June, 1826 – – – – –	5 0	
			30 37
	this sum received in lieu of commissions on shipment made by Russell & Co. and others, as 1-3 profits – – – – –	800 0	800 00
	this sum, being profits made by me on shipment in my name at Canton, 1826, $20,900, produced proceeds $40,796 81, gained – $19,896 81		
	less interest at 12 per cent for 5 mos. on $13,825 66, being amount invested, less balance due from me 491 28		
			19,405 53
			$108,135 84

These eleven sheets are the accounts referred [to] in the report in the case John H. Clarke vs. Henry Mathewson and others.

(Signed) CHARLES F. TILLINGHAST,
RICH'D K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡ 10 A.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

Dr.		
To amount paid expenses law-suit with E. Lynch		$97 75
my commissions of 5 per cent. on the several items of profits credited to you, viz: $19,213 96, $4,160 80, $1,300, and $800—amounting to $25,473 76		1,291 90
		1,389 65
Balance	$29,300 60	29,300 60
1-10th Henry Mathewson's	2,930 06	
9-10ths Carrington & Co. and C. Butler's	26,370 54	
Carried to H. Mathewson's private or particular account.		$30,690 25
Cr.		
By balance brought forward		$29,913 25
net sales of sundries at Guayaquil, by Bartlett & Swett, received in March, 1830, by me		777 00
		$30,690 25

These eleven sheets are the accounts referred to in the report in the case John H. Clarke vs. Henry Mathewson and others.

(Signed) CHAS. F. TILLINGHAST,
RICH'D K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

‡ 11 A.

Henry Mathewson, his private or particular account, in reference to the copartnership in ships Mercury and Superior with Cyrus Butler and E. Carrington & Co.

Dr.		
For 9-10 of the balance of joint account, made up to 1st July, 1827, whole amount balance $29,300 60, 9-10 is		$26,370 54
For 1-10 of the ship Mercury and repairs, as per statement of E. Carrington & Co.	$1,464 16	
Add repairs made by Capt. Mathewson at Gibraltar, not included by E. C. & Co., $1,905 06, 1-10 is	190 50	
	$1,654 66	
For interest on ditto from Nov. 18, 1822, to July 1, 1827	458 33	
For 1-10 of the funds of the Mercury received at Gibraltar	5,067 21	
Interest on do. from 18th Nov., 1822, to July 1, 1827, is 4 ys. 7 mo. 12 da.	1,403 59	
For 1-10 of the funds received from Lynch & Co., balance left in their hands Mercury's first voyage	137 95	

‡ 11 A—Continued.

Interest on do. from 1st Sept., 1823, to July 1, 1827, 3 years 10 months - - - - - -	$31 74	
For 1-10 of disbursements made by E. Carrington & Co. -	134 36	
Interest on ditto - - - - - -	37 21	
For paid Mrs. Mathewson at various times on account Capt. Mathewson's wages, by E. Carrington & Co. and Cyrus Butler, and interest thereon, $2,260 65 and $410 50, and interest $461 45 - - - - - -	3,132 60	
		$12,057 65
		$38,428 19
To balance from old account due 1st July, 1827 - -	$35,943 46	
interest from the 1st July, 1827, to the 16th Nov., 1840, 14 years 4 mo. 15 ds. - - - -	28,864 62	
		$64,788 08
C. Butler's ½ - - - - - -	32,394 04	
E. Carrington's - - - - - -	12,147 76	
S. Wetmore's - - - - - -	12,147 76	
John H. Clarke - - - - - -	8,098 52	
		64,788 08
Cr.		
By wages on the 1st voyage from Bremen, due 15th November, 1822 - - - - - -	$1,245 00	
By your commission on the 1st voyage, due 15th Nov., 1822	700 00	
		$1,945 00
By interest on the same from the 15th Nov., 1822, to 1st July, 1827, 4 y. 7 mo. 15 ds. - - - - - - -		539 73
Balance carried to N. A., due 1st July, 1827 - - -		35,943 46
		$38,428 19

These eleven sheets, marked A, are the accounts referred to in the report in the case John H. Clarke vs. Henry Mathewson and others.

(Signed) CHAS. F. TILLINGHAST,
RICHARD K. RANDOLPH,
JOHN H. ORMSBEE.

November 16, 1840.

B.

Objections of Henry Mathewson to depositions.

The counsel of Henry Mathewson object to those portions of the depositions of Thomas Patrickson, E. Lynch, William Wheelwright, Charles Bispham, Edwin Bartlett, and William S. Wetmore, which are offered in proof of the enactments and provisions or existence of laws and ordinances in South America; and of decisions of tribunals, or supposed or probable decisions; and of the legal liabilities of property there in trade; and of particular instances of proceedings and transactions to which this defendant, Mathewson, was no party; and to the hearsay, and opinions, and belief of said wit-

nesses respecting the matters and transactions mentioned by them, the same, as answered, being not the best, nor the legal evidence of such parts of said matters, as might be proper subjects of proof, and part of said matters not being proper subjects of proof in this suit.

C.

Deposition of Edward Carrington.

The examination of Edward Carrington, a witness offered on the part of the complainant, taken this fifteenth day of October, 1839, before all the masters.

1st interrogatory on the part of complainant. What was the cost of the ship Mercury when bought by E. Carrington & Co. and Cyrus Butler, and of whom was she bought, and when?

1st answer. The ship Mercury was purchased of Peter W. Snow for the sum of $11,000 by Cyrus Butler, and E. Carrington & Co. paid C. Butler $5,500 for their one-half part of it. The ship was purchased in the month of October, 1820.

2d interrogatory by the same. What was the amount of repairs put on said ship by E. Carrington & Co. and Cyrus Butler before she left Providence for the Texel, on her contemplated voyage?

2d answer. It appears by the accounts made up by E. Carrington & Co. and Cyrus Butler, that the amount expended for repairs on said vessel, before she left Providence for the Texel, was $1,836 68.

3d interrogatory. Was that the actual amount so expended?

3d answer. Yes.

4th interrogatory. What was the amount of repairs on said ship in Bremen and Amsterdam, made by Henry Mathewson, and charged to E. Carrington & Co. and Cyrus Butler, before said Mathewson became interested in her?

4th answer. $1,770—seventeen hundred and seventy dollars.

5th interrogatory. Was Willard W. Wetmore ever a partner in the house of E. Carrington & Co.? If so, when did he become a partner; and in what proportion did he become interested in the partnership; and when did he become interested in the voyage of the Mercury and in said ship?

5th answer. Edward Carrington & Co. admitted Willard W. Wetmore a partner in the firm of E. Carrington & Co. in June, 1821, in the proportion of one-quarter in their business. He became interested in the ship Mercury on her arrival at Gibraltar in 1822, and in the voyage that was commenced there for South America in November, 1822. Edward Carrington & Co. being the owners only of one-half of the ship, Mr. Wetmore had only an interest of one-eighth in the ship. He became interested in the contract between E. Carrington & Co. and Henry Mathewson, under which that voyage was commenced.

Upon cross interrogatories on the part of Henry Mathewson.

1st. Did you personally buy the Mercury?

1st answer. I did not.

2d interrogatory. How do you ascertain her cost?

2d answer. I ascertain her cost by the entry in our books, that we paid Mr. Butler five thousand five hundred dollars for one-half of the ship.

3d interrogatory. Did Mr. Butler take and deliver or present to you a bill of sale of said ship from said Peter W. Snow?

3d answer. I have no recollection that he did or did not.

4th interrogatory. Were you present at the transaction of the purchase of Mr. Snow?

4th answer. I was not.

5th interrogatory. How do you know that the $5,500 was half of the cost of the ship paid to Mr. Snow?

5th answer. I know it because we paid to Mr. Butler that sum for one-half of the ship. I only know that to have been half the cost of the ship from the fact that we paid that sum, and that Mr. Butler told us that was the price he paid to Mr. Snow.

6th interrogatory. How do you ascertain the sum stated to be the cost of repairs before the ship sailed from the Texel?

6th answer. We ascertain it from the account of E. Carrington & Co. and Cyrus Butler of the bills paid for the repairs.

7th interrogatory. Will you produce these bills?

7th answer. I will produce them if they are to be found on the files of papers of E. Carrington & Co.

8th interrogatory. Have any of these bills heretofore been produced, and are any of them now on file in the papers of this case?

8th answer. The original bills of the particulars have not been presented, to my knowledge.

9th interrogatory. Were they ever presented to Capt. Mathewson?

9th answer. Not to my knowledge.

10th interrogatory. Do you know in what manner eleven thousand dollars *was* paid by Mr. Butler, or any one else, to Mr. Peter W. Snow for said ship, and in what property, and at what time was the payment made?

10th answer. I do not.

11th interrogatory. Has any bill of sale of said ship been exhibited to Capt. Mathewson to your knowledge?

11th answer. No.

12th interrogatory. Did E. Carrington & Co. procure insurance upon the ship Mercury at the times they charge insurance, or did they insure her themselves?

12th answer. They, E. Carrington & Co. and Cyrus Butler, insured her themselves, ship and cargo.

13th interrogatory. Were there policies of insurance?

13th answer. Not to my knowledge.

14th interrogatory. Is the estate of Willard W. Wetmore now indebted to the firm of E. Carrington & Co?

14th answer. It is impossible to say, until the accounts of E. Carrington & Co. are settled.

15th interrogatory. Does said firm claim a balance against said estate?

15th answer. The firm has not made a claim for any balance against said estate, for the reason that the accounts of the firm have not been settled.

16th interrogatory. Does said firm now consider said estate its debtor?

16th answer. The firm can give no opinion until the accounts are made up.

17th interrogatory. Do you consider or believe said estate indebted to said firm?

17th answer. In the present state of the accounts, I can give no opinion. I have no belief about it.

18th interrogatory. From what do you ascertain the sum stated to be the costs of repairs made by Capt. Mathewson, and have you any schedule of the particulars of such repairs?

18th answer. We ascertain the cost of the repairs by extracting the items from Capt. Mathewson's account of the disbursements at Bremen and Amsterdam. I have no schedule of the particulars of such repairs by me at this time.

19th interrogatory. Was Willard W. Wetmore indebted to the firm of E. Carrington & Co. previous to, and at the time that he became interested in said firm?

10th answer. I do not recollect now distinctly, but I believe that the firm was then indebted to him.

20th interrogatory. Did he pay any thing? And if so, what, in what property, and at what time, for his interest in said ship and cargo, and in said firm?

20th answer. Mr. Wetmore was admitted a partner, as before stated, in June, 1821, to have an interest in one-quarter part of all the profits, and to bear one-quarter part of all the losses of said firm. He paid but a small sum of money into the concern. What that amount was I do not recollect. The ship Mercury was charged to the concern at the rate of $11,000. He made no specific payment on account of that vessel. The times of any payment by him, I do not recollect.

21st interrogatory. If he made any payment, did he take any receipt?

21st answer. I do not know that he did, or did not.

22d interrogatory. Did you ever advise Capt. Mathewson, or did any one to your knowledge, prior to the commencement of this suit, that said Wetmore had any interest in said concern or voyage? If so, when and how?

22d answer. I do not recollect that I, or any other person, ever advised Capt. Mathewson that Mr. Wetmore was concerned in the concern of E. Carrington & Co. or in said voyage.

(Signed) EDWARD CARRINGTON.

The preceding deposition was taken to be used in the bill in equity, John H. Clarke vs. Henry Mathewson and others, pending in the circuit court of the United States, in the Rhode Island district, and was taken by the masters in chancery in said case, on the hearing before them.

(Signed) CHARLES F. TILLINGHAST,
One of said Masters.

And the two following depositions were taken by the masters:

Deposition of Henry C. Mathewson.

The deposition of Henry C. Mathewson, of Providence, in the State of Rhode Island, a witness produced on the part of the respondents, in the bill in equity, John H. Clarke vs. Henry Mathewson and others, taken June 17, 1839, by Charles F. Tillinghast, one of the masters in chancery in said cause.

1*st interrogatory by Henry Mathewson.* Is Captain Henry Mathewson, a defendant in this suit, your father?

Answer. Yes.

2*d interrogatory by the same.* Did you, in the year 1826, in the latter part of the summer or early part of the autumn of that year, and at what time, go, at the request of your mother, Mrs. Mathewson, wife of said Henry Mathewson, to the counting-house of Edward Carrington & Co., with a message requesting some money for your mother on account of your father, for and on account of his employment abroad, in business in which said Carrington & Co. and Mr. Butler were concerned? Did you see Mr. Carrington, and what did he say on the subject?

Answer. I went down to the counting-room of Edward Carrington & Co. in August or September of that year—I think I am confident as to the year—at my mother's request, with a message for money on account of my father's employment abroad, in the business of E. Carrington & Co. and Mr. Butler. I saw Mr. Carrington, and he said to this effect: that he was not under obligation to advance money to my father after his voyage was ended, which he gave me to understand was already ended.

3*d interrogatory by the same.* Did said Carrington write or give to you at that time the letter now shown to you, to be delivered to your mother? Did you carry said letter and deliver it to your mother? Is the writing upon the paper hereto annexed, and marked (A), with what is on the back of said paper, a true copy of said letter and of its superscription, and of what is on the back thereof?

3*d Answer.* Said Carrington wrote and gave me a letter at that time, of which the annexed copy, marked (A), is a true copy, and of its superscription, and of what is on the back thereof. The original letter is now shown to me which I at that time delivered to my mother.

4*th interrogatory by the same.* Had said Carrington & Co. previously advanced money to your mother on said account, at intervals of about sixty days? At what time was the last advance so made by them before said message and letter?

4*th answer.* They had. The last advance before said message was some time in the month of June preceding.

5*th interrogatory by the same.* Did they send any money by you at this time, and did they, at any time after your said interview with Mr. Carrington, send or advance any money to your mother?

5*th answer.* They sent none by me at that time, and I am pretty confident they did not send any at any time after.

6*th interrogatory by the same.* Did your mother keep a memorandum book, in which the sums of money advanced by said E. Carrington & Co. on said account were entered at the times they were received, and what is the date of the last sum of money so received?

6*th answer.* She did keep a memorandum book of that kind. June 14th, 1826, is the date, I believe, of the last sum of money received.

7*th interrogatory by the same.* Did the said Carrington, when or before you left the said counting-room at the time first mentioned in this examination, tell you whether you must or must not come there for any more money, and whether he should or should not let you have any more if you came?

7*th answer.* He told me I must not come again for any more money, and that he should not let me have any more if I came.

Cross interrogatories by Edward Carrington in behalf of the complainant.

How old are you?

Answer. Twenty-five years.

2*d, by the same.* Are you positive that you held the conversation with Mr. Carrington that you have mentioned, and were any of the clerks of E. Carrington & Co. present?

2*d answer.* I am positive that I saw Mr. Carrington at the counting-room, as I have mentioned, and that he used words to the effect which I have stated. I do not know that I took any part in the conversation, except to deliver the message, as I was frightened by what Mr. Carrington said. There was some one present at the time, but I do not know who it was.

3*d, by the same.* Did you know James M. Mitchell, Charles Denison, Isaac M. Bull, Thomas P. Bucklin, or either of them, clerks to Edward Carrington & Co.?

3*d answer.* I did not, to my knowledge. I do not now know either of them, except Thomas P. Bucklin, and my acquaintance with him has been formal within a year or two past.

4*th, by the same.* Do you know Samuel Wetmore, partner of E. Carrington; and did you, in the year 1826, or at any time, have any communication with him on the subject of money for your mother, on account of your father?

4*th answer.* I do not know that I know Mr. Wetmore. I once delivered a message to some one at the counting-room of E. Carrington & Co., at another time than the one before mentioned.

5*th, by the same.* Was the time you allude to in the last answer previous or subsequent to your interview with Mr. Carrington before mentioned?

5*th answer.* Previous.

Direct examination resumed.

Interrogatory by respondent. What frightened you in the conversation you had with Mr. Carrington?

Answer. It was his swearing in connexion with the subject respecting which I called on him. H. C. MATHEWSON.

One day's attendance.

The preceding deposition of H. C. Mathewson was taken by the undersigned on the seventeenth day of June, 1839. Edward Carrington attended in behalf of the complainant, and the respondent and Joseph L. Tillinghast, his counsel, were also present. The deponent was first sworn by me to testify the truth, the whole truth, and nothing but the truth, and the interrogatories and answers were all by me reduced to writing in the presence of the deponent, and the deposition was by him subscribed in my presence.

CHARLES F. TILLINGHAST,
One of the masters in chancery in said cause.

Copy A.

DEAR MADAM: I do not understand, by our agreement with Captain Mathewson, that we were to advance for his account after his voyage was ended; but we will see Mr. Butler, and have some conversation with him, and let you know.

Respectfully yours,
(Signed) ED. CARRINGTON & CO.

Directed: Mrs. MATHEWSON.
MONDAY M'G.

Deposition of Thomas Pearce.

The deposition of Thomas Pearce, of Providence, in the State of Rhode Island, a witness produced on the part of the respondents, taken this seventeenth day of June, A. D. 1839, in the bill in equity, John H. Clark vs. Henry Mathewson and others.

1*st interrogatory by respondent, Henry Mathewson.* Were you at Lima, in South America, in July, August, and September, of the

year 1823; how long, and in what capacity, and was Captain Henry Mathewson one of the defendants in this suit there during the same time, and in what capacity?

Answer. I was there as master of the ship General Hamilton, of Providence, during the month above named. I do not recollect the days of my arrival and departure, and cannot state how long I was there. Captain Henry Mathewson was there during the same time, as master of the ship Mercury. I arrived at Callao in July, and I did not go to Lima till the royalist army retreated, which might have been some weeks after.

2*d by the same.* Were you particularly intimate with Captain Mathewson while there; did you board at the same house? State the means of your acquaintance with his habits of business, and with his conduct and habits of living.

2*d answer.* I was intimate with Captain Mathewson; we lodged in the same rooms and boarded at the same house. We were constantly together, and I knew what his employments were from day to day. My means of acquaintance with his habits of business and living grew out of our intimacy.

3*d interrogatory by the same.* Did said Mathewson attend strictly and faithfully to the business of the ship Mercury at Lima, while you were there, and do all that was capable of being done for the interests, and about the concerns, of said ship?

3*d answer.* So far as I was capable of knowing, he did.

4*th interrogatory by the same.* Was there not time on his hands over and above what could be employed in and about any of the concerns of said ship?

4*th answer.* Yes, I think there was.

5*th interrogatory by the same.* Did you ever know said Mathewson, while you were at Lima with him, in said July, August, and September, 1823, visit a house of ill-fame, or be spending his time with women of bad character; and were you so intimate with him as to have known it if he had been in the habit of so doing?

5*th answer.* He was not. If he had been I think I should have known it. I never knew him to visit such a place.

6*th interrogatory by the same.* Were you acquainted with, or did you visit with said Mathewson, a lady or female of the name of Juanita Publino? Did you understand that she was of an old Spanish family?

6*th answer.* The name is familiar to me, but I cannot swear that to have been the name of the lady to whom I was introduced by Captain Mathewson. I did visit a lady with him two or three times, who was said to have been of a noble family; she at that time was living in retirement at Lima with an aunt of hers. My impression is, that the name above mentioned was hers, and that she lived in retirement because she wished to avoid observation.

7*th interrogatory by the same.* Were the said Henry Mathewson's acquaintance and places of visiting in Lima among the respectable

people and families of the place; had he acquaintances with old Spanish families, and was he on good terms with them? Did you visit with him at houses, and associate with him with persons, of respectability there?

7th answer. Yes.

8th interrogatory by the same. Was the city of Lima at that time more than in quiet and settled times filled with people, great numbers of whom were transient or not belonging to the usual population of the city; officers of the army, such as had been, or were supposed to have been, officers in or attached to the old Spanish army; old Spaniards who were under the necessity of leaving the country, and others brought there by the state of the times?

8th answer. Yes.

9th interrogatory by the same. Were not the old Spaniards who had money or property desirous of concealing it, and of putting it in places of safety, where it would not be known to belong to them, and of getting it conveyed out of the country? Were there not instances in which they reposed confidence for this purpose in servants or inhabitants of the city, and were betrayed? Did they not prefer to entrust or lend it in confidence, and without publicity, to masters of vessels, merchants, or others, not under alliance to the Government, in whom they believed they could confide?

9th answer. Such was the common report—I had no knowledge of such being the case. I was never applied to; every body said it was so.

10th interrogatory by the same. Did not old Spaniards, male and female, come to and remain in the city in disguise, and avoiding public observation, for the purpose of collecting and transmitting out of the country their money and property, and were some of them under assumed names?

10th answer. I think there is no doubt of it.

11th interrogatory by the same. Would the old Spaniards, who were desirous of getting their property out of the country, be likely to expose any transactions in relation to it to [a] notary of the Government, or to any one connected with, or particularly friendly to, the existing Government?

11th answer. I should think they would not.

12th interrogatory by the same. Did you know Estanisloa Lynch; had he been aid to Gen. San Martin; was he understood to be connected with, or particularly friendly to, the patriotic Government, or on intimate terms with its functionaries; was he one to whom old Spaniards who had property would be likely to trust information as to their property, their persons, or their transactions of business, especially in relation to their leaving the country, or getting their property away?

12th answer. I knew Mr. Lynch, he was my consignee. It was said that he had been aid to Gen. San Martin. He was particularly well disposed to the patriot Government. I presume that he was

on intimate terms with the functionaries of the Government, but I do not know particularly. Old Spaniards would not be likely to intrust information to him.

Interrogatories of Edward Carrington in behalf of the complainant.

1*st*. Did you hear from Henry Mathewson, or from any other person whilst you were in Lima, of his, Mathewson's, having drawn a prize in a lottery while you was at Lima, or at any time previous?

1*st answer*. I have no recollection of it.

2*d by the same*. Did you know of Henry Mathewson's taking money from the Spaniards for the purpose of secreting it, or for any other purpose, other than from his consignee?

2*d answer*. No.

3*d by the same*. Did you know a man by the name of Martinez, or ever hear Capt. Mathewson say he had merchandise for Martinez's account, and that he could not hear any thing of him?

3*d answer*. No.

4*th by the same*. In what street or place did Donna Juanita Pablino reside; what was her occupation; what was your object in visiting her; what led to your acquaintance with her; how do you know she was of noble family; what was the name of her aunt; did she speak the English language, and do you speak the Spanish language?

4*th answer*. I have no recollection of the name of the street. It was in what was called the back part of the city. I never knew that the Spanish women had any occupation. She did not appear to be doing any thing when I was there. My object in visiting her was to pass time. An introduction from Capt. Mathewson led to my acquaintance with her. I knew her to be of noble family from hearsay. I cannot recollect the name of her aunt. She did not speak the English language. I understood, at that time, a little of the Spanish language, so as to be able to converse with ladies.

5*th by the same*. What number of times did you visit her, and in what manner or style did she live?

5*th answer*. I was there twice or three times, and at each time in company with Capt. Mathewson. I should think she was living very economically, and at the same time genteelly. She did not live in a large house nor have costly furniture.

6*th by the same*. What old Spanish families and houses did you visit while you were in Lima? Please to state the names and streets they reside in.

6*th answer*. I recollect only the name of one family, the Valasco's. I do not recollect the name of the street where they reside.

7*th by the same*. What was the occupation of the gentleman or head of the family of the Velasco's?

7*th answer*. I do not know. The people while I was there were not occupied about any thing. There was nothing doing there.

8*th by the same.* Do you know of any instance of old Spaniards having entrusted property to American captains for security or concealment while you were in Lima?

8*th answer.* No.

9*th by the same.* You stated in your former answer, that you lodged in the same room with Capt. Mathewson while in Lima; did you ever know him to receive money from old Spaniards at his rooms, or elsewhere, except from his consignee?

9*th answer.* No.

10*th by the same.* What was the political government of Lima while you were there; was it royalist or patriot; were any of the old Spanish officers to be seen in public at that time?

10*th answer.* Patriot. There were no Spanish officers, who were known as such, to be seen publicly.

11*th by the same.* You have stated that the royalist forces evacuated Lima some four or five weeks after your arrival at Callao; to what place or post did they retreat?

11*th answer.* They retreated back into the country, but I do not [know] to what post or place they went.

12*th by the same.* Are there any towns in the neighborhood of Lima of much population? If so, please to name them.

12*th answer.* I have no recollection of the names of the towns in the vicinity of Lima, and know nothing about the population of the country.

13*th by the same.* Did you know of any old Spaniards coming to Lima, from the towns or country in its vicinity, for the purpose of secreting their property?

13*th answer.* No.

THOMAS PEARCE.

The preceding deposition of Thomas Pearce was taken by the undersigned on the 17th day of June, 1839. Edward Carrington attended in behalf of the complainants, and the respondent and Joseph L. Tillinghast, his counsel, were also present. The deponent was first sworn by me to testify the truth, the whole truth, and nothing but the truth, and the interrogatories and answers were all by me reduced to writing in the presence of the deponent, and the deposition was by him subscribed in my presence.

CHARLES F. TILLINGHAST,
One of the Masters in Chancery in said cause.

Deposition of Wm. S. Wetmore.

Interrogatories of complainant.

W. W. Wetmore,
vs.
Henry Mathewson, Ed. Carrington, S. Wetmore, [and] Cyrus Butler.

Question 1st. Do you know the parties, plaintiff and defendants?

2d. Have you resided at Lima, in the republic of Peru, and have you been at said city, and traded there at various times, and also at the ports of Valparaiso and Coquimbo, in the republic of Chili; and have you seen and been acquainted with Henry Mathewson, at various times in South America, and particularly at Lima?

3d. Was the political state of Peru, and particularly the city of Lima, (at the time Mathewson the defendant was there in the ship Mercury, in the latter part of the year 1821, and first part of 1822,) such as to make it dangerous for old Spaniards to keep their money by them? And do you know of any instance of their putting it in the care of American shipmasters? When they wanted to put in security their property, what course was usually adopted by them?

4th. Did you know at Lima, in 1821 and 1822, a person by the name of Don Pedro Fernandez; another by the name of Don Jose Pablino; and another by the name of Donna Juanita Pablino? If yea, please to state your knowledge respecting them, and their occupations, business, and reputation for property.

5th. If an American shipmaster or supercargo, or other person, should have been detected at Lima, or [any] other place in the republics of South America, in the years of 1821 and 1822, of having secreted, and in his possession, the property of old Spaniards, what would have been the consequences, under the then existing laws of the republics, and their relations with Old Spain, on such American shipmaster or other person, and on the ship and property which said master and other persons had under their control and management? Please also to state the condition of the country. Was it in a state of revolution?

6th. You state [that] you was at Lima at the time the defendant Mathewson was there in the Mercury, in the year 1821. Did you know a person or persons by the name of J. S. Martinez, or did you hear of such person? And if yea, please to state his place of residence, his occupation, and business, and any other particulars within your knowledge, in relation to him.

7th. When you were at Lima, in 1821 and 1822, had you any application to take money to Europe, or elsewhere, and invest it in *military* clothing, or other articles, and to return the same to South America? Do you know of any such transactions or undertakings? And had such an application been made to you, would you have engaged in it? If nay, please to state your reasons. When you was at Lima, in 1821 and 1822, what commission house did you employ to do your business? Was it Lynch & Co.? Did you frequently see Capt. Mathewson there? Did you hear from him, or other persons, of applications to secrete Spanish property, or of applications from other persons, either Spanish or natives, to ship property on their account to foreign countries, to be returned in merchandise?

8th. How long, or *from* what period of time, and *up* to what period of time, have you been acquainted with, and in the trade of,

the west coast of South America, and at what ports on the coast? And has, or has not, your acquaintance been very general and extensive with the merchants, dealers, and traders at Valparaiso, and other parts from that port along the coast to Lima, and at Lima, and places in the neighborhood of said Lima?

9th. If there had been such persons as before named, viz: Fernandez, Pablino, and Martinez, is it not probable you would have known them, particularly if they were dealing with and receiving the aid of American shipmasters, and making shipments of property to be returned, or loaning money to persons going on long and distant voyages?

10th. When did you establish your house of Alsop & Wetmore at Lima, and the branch at Valparaiso? And when did you leave Lima and Valparaiso?

11th. During your residence at Lima, and your negotiations and transactions at that place, and at other places on the coast and at Valparaiso, were you acquainted with, or did you know, a person by the name of Don Pablo Haker? And if yea, please to state if you know or heard of his loaning to the defendant Mathewson, about the month of November, 1823, the sum of $3,000, to make the voyage from Lima to China, in the ship Mercury?

12th. Is it customary, or did you ever know a Spaniard, or native of the west coast, to loan money to a transient foreigner, to make a long and distant voyage?

13th. Is it common or usual for Spaniards or natives to disclose their money and property, and to part with it, in their dealings, without first having a valuable consideration secured? Are they not cautious, circumspect, jealous and suspicious of foreigners, and even so amongst themselves? And do they, or do they not, part with their money with great reluctance and caution? And if they make loans amongst themselves, or otherwise, what forms are generally adopted to secure the lawful payments?

14th. If you had wished, in 1823 or 1824, or about that period, do you think you could have hired, at Lima, or at other ports or places on the west coast of America, two, three, or four thousand dollars, at an interest of 5 per ct. per annum, to make a long foreign voyage of 12 to 24 months, and on your only bare promissory note? Is there any difficulty of loaning money? When loaned, what is the customary interest demanded, and what security required in such cases?

15th. If there was such person as Don Pablo Haker, at Lima, and he had made such loan of 3,000 dollars, as before stated, to defendant Mathewson, for a voyage to China and back to Lima, do you not think you should have been enquired of by said Haker (between the months of November, 1823, and the same month in 1825,) where said Mathewson was, and why he did not return?

16th. Did you receive from Hy. Mathewson, in the year 1825, a quantity of goods from Guayaquil to be sold for his account, or for

the owners of the ship Mercury? Please to state the particulars in relation thereto. Were any of said goods stolen or lost at Lima? And if yea, please to state the particulars and circumstances.

17th. Did you at any time, at Lima, hear that said Mathewson had drawn a valuable prize in a pawn lottery? If such an occurrence had *of* taken place, is it or not probable you would have heard of it?

18th. Did you know at Lima, in 1825, a person by the name of Don Jose Pablino? If yea, were you knowing to his loaning to Henry Mathewson $5,000, to make the voyage in the Superior from Lima to Canton, and back to Lima? Was he a man of property; and could money be hired at that time at 5 per cent. interest per annum for such voyage, on the *bare* promissory note of the ship master, or even by a more responsible name at that interest?

19th. Did you know at Lima, in 1825, a person by the name of Don Pedro Fernandez? If yea, were you knowing to his loaning to Henry Mathewson $1,500, or any other sum, to make the voyage in the Superior from Lima to Canton, and back to Lima? Was he a man of property; and could money be hired at an interest of 5 per cent. for such voyage? Was your house the agents or commission merchants for the ship Superior at Lima, 1825, and the agent for Henry Mathewson at said city at said time? If yea, and there had have been such persons and transactions between said Mathewson and Haker and Fernandez, is it not probable you would have heard something about them at that time and afterwards?

20th. If such loans had been made, as enquired about, by said Pablio and others to said Mathewson, and he being master and supercargo of said ships Mercury and Superior, and known as such, would the lenders look to said ship and cargo generally for their security; and would the laws, usages, and customs of Peru and Chili, have made said ship and cargo, and any property in the hands and possession of Mathewson, liable for, and subject to, said demands for such loan, on the return of said ship and cargo to South America, in case of any default by Mathewson in repaying the same?

21st. Is it customary for masters and supercargoes of vessels dealing on the west coast of South America, when in the employ of other persons, to carry on their negotiations and trade in their own names; and is not the property of said ship and cargo liable, by the laws and custom and practice of said republics, for all trading obligations, contracts, and responsibilities of such captain and supercargoes, made by them in said republics—whether made bona fide for account and risk of said captain and supercargoes, or for account of other persons? Do persons dealing with captains and supercargoes know and enquire about the interest or concern of other persons; and in default of performance of any engagement made by such captain and supercargoes, would not the claim be made against any property in their hands, and such claim be sustained by the laws and customs of the republics?

22d. Were you made acquainted with a claim made by Estanisloa Lynch, of Lima, on said Henry Mathewson, in relation to the transactions between said Lynch and Mathewson, respecting the sales and payments for the ship Mercury's cargo of military stores and other merchandise, carried to Lima in said ship in the year 1821, and consigned to said Lynch? If yea, please to state fully and particularly what you have been told by said Mathewson and Lynch in relation thereto, and any other particulars relating to the same matter, and in relation to a certain prize vessel called the Nancy; and whether any part of the cargo of that vessel was discounted or applied towards the payment for said military stores, and from whom did you derive your information in regard to said payment or discount.

23d. On the return of the ship Superior from China to South America, in the year 1826, did said Henry Mathewson consign to your house of Alsop, Wetmore & Co. a large proportion of the cargo of said ship brought from China; and has account of sales been rendered of all the goods and merchandise received by said ship for said owners? Were any goods stolen or lost at the custom-house?

24th. Did said Henry Mathewson also consign to your house a large amount of goods and merchandise brought in said ship, which he called his private adventure and privilege on board said ship; and being his private adventure and privileged goods, did he not claim to have the same sold free of your commission, according to the usage of commission merchants to sell the captain's privilege free of commission? Please to state the particulars in relation to this transaction.

25th. In the invoices of the goods of the Superior's cargo, and the invoices of the goods of Captain Mathewson's adventure, *were* there not great similarity of marks, and was there not great confusion and difficulty in selecting and ascertaining to which particular interest or concern packages belonged? Please to state what you know in these particulars. Did you ever hear that Captain Mathewson or Captain Andrews had any difficulty or misunderstanding between them? If yea, what was it about?

26th. In the valuation of the goods at the custom-house at Lima, *was* the duties as much per cent. "on the sales" of Captain Mathewson's adventure as on the same kind and description of goods in the cargo of the ship Superior? If there was any difference, please to state it.

27th. Are you acquainted with merchants at Coquimbo? If yea, do you know a person there by the name of Don Pedro Fernandez? If yea, please to state his course of business, reputation for property, and whether he is a money lender, and trader and shipper of merchandise to foreign countries. And did you hear of his lending money to Mathewson, and shipping copper by the Portia in 1827 to the consignment of Mathewson?

28th. Previous to the return of the ship Superior from China and Valparaiso to Lima, did you receive a confidential letter from E. Carrington & Co. and Cyrus Butler, accompanied by their power of attorney, authorizing you or your said house of Alsop & Wetmore to act for them, and to take the property, or such measures as would secure it from Mathewson's control, in case you should judge it expedient; and did not their letter accompanying said power of attorney request you or your house to use their influence and best endeavors to encourage Mathewson to come home, and bring home the property or ship it home, and what could not be sold to leave in the hands of your house for sale, on account of the owners of the Mercury? Please to state fully your proceedings and management in this business, and the causes and motives of your proceedings and management.

29th. Did you not receive a letter from said E. Carrington & Co. and Cyrus Butler, directed to said Henry Mathewson, which you or your house delivered to him on his arrival at Lima from China and Valparaiso in the ship Superior; and did you not understand, from E. C. & Co. and C. Butler's letter to you or your house, that their letter to Captain Mathewson contained a request for him to place the property on board the Superior belonging to the owners of the ship Mercury in the hands of your house for sale, and for him, Mathewson, to come home in said ship Superior, and bring home all the property he could from said sales, and what could not be sold in time for remittance by that ship, to leave in your house's hands for sale and remittance? Please to state particularly what occurred in reference to this question.

30th. Are the streets of the city of Lima named? If yea, could a foreigner reside nine months at once in the city, and be there at other and different times, as many as four or five, and from three to four months at a time, and carrying on large mercantile transactions and managing a large property, and having dealings with various persons of great importance, and not know or become acquainted with the name of a single street? What street did Estanloa Lynch reside in when he was a merchant at Lima; and what street did you reside in? What street did Mr. Tudor, the American consul, reside in?

31st. Please state whether the signature of E. Lynch, to the account herewith presented, is a genuine signature, and whether you translated said account at the request of Captain Mathewson; and whether the same was delivered to you by Captain Mathewson, to be used in his controversy with Lynch & Co.?

This interrogatory was propounded after the witness had answered the cross interrogatories propounded by the defendant Mathewson.

S. EDDY, *Master*.

32d. What became of the specie mentioned in the bill of lading referred to in your answer to the fourth cross interrogatory? Do

losses of entire packages of goods occur, either at the custom-house [or] on their way from Callao to Lima, on board of coasting vessels? and if they do happen, does the custom-house, the "directors" of the carriers from Callao, and the masters of the coasting vessels, make good such losses? Are you the agent of any or either of the parties, plaintiff or defendants, in this case?

By R. W. GREENE,
PETER PRATT,
Solicitors for orator.

Answers of Wm. S. Wetmore to the interrogatories put to him on behalf of the plaintiff, viz:

1st. I do.

2d. Yes.

3d. I should say that there was danger for a Spaniard, attached to the royal cause, to keep money in his possession. I do not know of their entrusting their money to American shipmasters for safe-keeping; those that had money generally employed some established commercial house to embark it on board some of the foreign men of war that were generally at anchor in the bay of Callao, or some of the harbors in the vicinity.

4th. I have no recollection of ever having known either of the parties mentioned in this interrogatory.

5th. If my memory serves me correctly, there was a decree issued by the Government of Peru, declaring *that* all persons secreting property of old Spaniards enemies of the republic, and liable to all the penalties as such. I should say that a shipmaster, or any other person detected in having the money or other property of Spaniards in his possession, (if liable to confiscation by the laws of the republic,) would subject him to the penalties of the laws, viz., arrest of his person, and probable confiscation of all property in his possession or under his control, according to the nature of the evidence that might be produced against him. Lima, and all the country to the north of it upon the seaboard, was in possession of the patriots, and to the south, both sides of the Andes were in the possession of the Spaniards. The patriots entered Lima, I believe, early in the year 1821; the city became in a very unsettled state, and various decrees were issued by the patriot Government to maintain the public peace, tranquillity, and to prevent a counter revolution against them in favor of the Spanish cause.

6th. I never knew a person by the name of J. S. Martinez, nor have I, to my knowledge, ever heard of him.

7th. No person ever applied to me to take money to Europe, or elsewhere, to be invested in military clothing, or for any other purpose to be returned to South America. I know of no such transactions or undertakings. Had applications of such a nature been made to me, and my situation would have permitted my acceptance of it, I should probably (if the parties had made it an object

to me) have accepted it; but if the quantity of military clothing, or other contraband articles of war to a limited extent, were to be returned in the same vessel, of small value, with a valuable cargo, I should have declined taking them, considering the hazard attending the general cargo too much to warrant the assumption of so great a responsibility. I employed Estanislas Lynch & Co. I saw, when I was in Lima, Captain Mathewson almost every day; Captain Mathewson, nor any other person to my recollection, ever informed me that applications had been made by Spaniards to have their property secreted for them. I never heard of Spaniards or natives, during the year 1821, embarking property from Lima to be sent abroad, to be returned in merchandise; in Chili, I think, the natives made some shipments to China and Calcutta.

8th. I have been acquainted with the trade of the west coast of South America from 1821 to 1831, near ten years; I have visited the ports of Valparaiso, Coquimbo, Huasco, and Copiapo, in Chili; Judea and Callao, the seaport of Lima, in Peru. My acquaintance with the trade and merchants has been extensive; most of the merchants, and many of the dealers at all those ports above mentioned, as well as others, I have more or less knowledge of.

9th. If they, viz: Fernandez, Pablico, and Martinez, had been extensively engaged in business, or had they been in the habit of making shipments of property, or of making loans, I should most probably have known them, either personally or by reputation. They may have existed—made shipments and loaned money, possibly, and yet I might not have known or heard of them—this, however, is hardly probable.

10th. The house of Alsop & Wetmore was established the latter part of 1824 in Lima, and a branch in Valparaiso, in April or May, 1826. I left Lima in January, 1831, and Valparaiso, last, in October, 1830.

11th. I never heard of, or knew, to my recollection, Dn. Pablo Haker. I never heard of his loaning money to Mathewson, the defendant.

12th. The loaning of money to a transient foreigner, by a Spaniard or a native of the west coast of America, never happened in my presence, or to my knowledge, for a long and distant voyage; I should not say that it was customary or common. I do recollect Captain Mathewson once saying to me that an old woman, a friend of his, offered to let him have five thousand dollars on loan.

13th. It is not common, in fact I never knew of an instance, where they parted with their money or property without being amply secured. They are certainly cautious and circumspect in their dealings with each other, and particularly so with foreigners. They seldom loan money on any terms; when they do, they exact the deposite of silver or gold bullion, or jewels, particularly if the party in want of money is not known to be rich, and in every other respect perfectly unexceptionable. If rich, and hold large estates in

fee, free from all incumbrances, then all the parties go before a public notary, by him a document is extended called "Escritura" in the books of said notary, signed by the borrower, and certified to by the notary; this gives to the lender the privilege of being first creditor, and takes precedence before all notes or book debts. The above is the usual mode of proceeding.

14th. I do not think I could have effected a loan in my own name, or that of my house, for two, three, or four thousand dollars, for an interest of five per cent. per annum. Those who have money, and are desirous of loaning it, generally find no difficulty in procuring persons ready to borrow, paying from twelve to thirty-six per cent. per annum interest; I once myself agreed to pay an English gentleman, for the loan of $20,000 for three months, an interest at and after the rate of eighteen per cent. per annum. My house always charged twelve per cent. per annum to their constituents upon all advances made for them. I have myself made a loan, receiving an interest of eighteen per cent. per annum. In addition to the security mentioned as required in the thirteenth interrogatory, sometimes estates are mortgaged or merchandise deposited. This answer applies to the whole time I was on the coast.

15th. I should suppose, had Don Pablo Haker, or any other person in Lima, made a loan to any gentleman that consigned himself to me, if absent upon a foreign voyage for a long period of time, some inquiries would naturally have been made of me by the parties whose interest must have made them desirous of knowing the fate of the person to whom they had entrusted their money.

16th. I received from Henry Mathewson from Guayaquil, I believe in 1825, by the brig Merope, cutter Fifeshire, and ship Gen'l Smith, a quantity of merchandise brought in the ship Mercury from Canton by him, which were sold by my house in Lima for account of Captain Mathewson, and the proceeds were accounted for to him. These goods had various marks, and belonged, as I understood, to the owners of ship, and others in Canton. The custom of my house, and I believe of all others upon the west coast of America, was to open their accounts with all captains and supercargoes of vessels, in their individual name or names, without any regard to the owners of the property, leaving it for said captain or supercargo to adjust his accounts with the different shippers by the vessel of which he is captain or supercargo. The captain's (or supercargo's) consignee holds him responsible, vessel and cargo, for all his acts; and if the security in the possession of the consignee should prove to be not ample by any accident, then the consignee looks for indemnity to the owners of the vessel, or to the shippers of the cargo. In fact a captain or supercargo has a credit with the public in proportion to the value of the cargo he brings to the coast; and, as above stated, all business with him, though done in his individual name, it is understood, however, by the public that all his acts and doings are in the capacity of agent for ship and cargo, and as such held

responsible by the Government and the public. The account sales annexed, marked in the margin with the initials of W. S. W., dated in Lima, November 24, 1825, are true account sales up to that date, of the shipments by the said brig Merope, cutter Fifeshire, and ship General Smith.

17th. I have no recollection of ever having heard of Captain Mathewson drawing a prize in a lottery at Lima; had such an occurrence taken place, I should not have probably known it, or any thing about it, unless indeed Captain Mathewson should have accidentally mentioned it to me.

18th. I have no knowledge of Don Jose Pablino; never heard of a loan of $5,000 by a person of that name to Mathewson, to make the voyage in the Superior to Canton and back to Lima. I never knew money, whilst I was on the coast, to be loaned at five per cent. per annum. Do not know, or have I ever known, of any person in Lima willing to loan money at that rate of interest for the most responsible name in that country; nor do I think (although possible) that money could be hired on the bare promissory note of any individual, being a transient captain or supercargo for a long voyage.

19th. I have no recollection of ever having known Don Pedro Fernandez. Never heard of a person of that name loaning to Mathewson $1,500 for the Superior's voyage; nor of any other person making him a loan for a similar object. It would have been impossible for me, or my house, to have effected a loan at five per cent. per annum, to raise funds of small or large amount, at the time of the departure of the Superior for Canton; not knowing Don Pedro Fernandez, cannot say whether he had property or not. My house was the consignees of the ship Superior and her cargo, in 1825 and 1826, and they were the agents of Henry Mathewson, so far as regarded the sales of the merchandise per Superior, and remittance of the funds, the proceeds of the same. If transactions of the nature mentioned between Mathewson, Haker, and Fernandez, had taken place, I should hardly think it possible I should have been kept ignorant of them.

20th. The loans to Mathewson, had they not been refunded, in consequence of death or any other accident, or had the ship and her cargo returned to the coast without him, the vessel and cargo would have been probably embargoed, and the probability is that judgment would have been awarded in favor of the holders of the notes or obligations, for it would be taken for granted that their funds were invested in the cargo of the ship, and that Mathewson was acting as owner or agent for ship and cargo.

21st. It is customary for masters and supercargoes of vessels dealing on the west coast of South America, when in the employ of others, to carry on their trade and negotiations in their own names. I believe for all undertakings of a captain or supercargo, both vessel and cargo would be held responsible for all of his acts, and that the tribunals of that country would so decide.

No inquiry is generally made about the owners of the vessel or cargo, unless to gratify the curiosity of the inquirer, or unless some loss happened by bad debts or over advances to the captains or supercargoes; then inquiry is made, that indemnity may be had from his constituents, (in the event of his inability,) whose agent he was.

22d. I became acquainted with a claim made by Estanisloa Lynch against Captain Mathewson, by being present with said Mathewson at the time he answered to the summons of the judge, made in consequence of a complaint by Lynch; afterwards the particulars were explained to me by said Mathewson, to enable me to defend the suit commenced by Lynch against him—to enable me to do which, Mathewson handed to me a file, containing all of Lynch's accounts with him, that had been rendered to him by said Lynch; said accounts were genuine, and were admitted to be such by Lynch in the trial of the cause between said Lynch and Mathewson; copies of all of them I believe were made by a clerk in the employ of my house by the name of Flint, and were copied in a book of Chinese manufacture; the said copies in the book were by me examined, and found to be true copies of the genuine, and were so certified to by me in said book; said book was then delivered to Mathewson, and the original papers were by Mathewson left in my charge. Mathewson objected to Lynch's claim, on the plea that Lynch had remitted the money, which he would not have done had he not have been paid by the Government for the arms that he had sold to them. Lynch averred that the Government paper he was obliged to take in payment had never been paid. Mathewson, in answer, averred that this was his fault, for the Government agreed to exact the payment of no duties from him until the arms, &c., brought in the ship Mercury were paid for, therefore the fault was his if he had not been paid. The ship Mercury and her cargo were by Mathewson consigned to E. Lynch & Co. Mathewson has told me in Lima, at different times, that the Mercury cargo of arms had given him the greatest anxiety, in consequence of the difficulty of getting payment. That the very unsatisfactory answers and evasions of General San Martin had filled him at times with great apprehensions regarding the payment for the arms; and that, in place of money, which he ought to have received, he had allowed Mr. Lynch to take an order for a sum of considerable magnitude (I think for $50,000) on the custom-house at Lima, to be paid in any duties that E. Lynch & Co. might or should become indebted for; and that fortunately the cargo of the Nancy, a prize, enabled Mr. Lynch to get additional security, by purchasing the cargo of the Nancy, or the most of it, with his friends, in which he, Mathewson, for his owners, took a part interest in said purchase. Part of said cargo Mathewson told me went to Guayaquil to be sold. He further told me that great savings were made in the duties of the Nancy's goods, at the custom-house in Lima, and that he hoped something very handsome would be

gained on said purchase, which would, in some measure, remunerate for the long detention of the Mercury in port. Subsequently he told me that the parties concerned in the purchase of the Nancy's cargo had behaved with bad faith towards him, and that the profits, consequently, upon the final settlement had greatly fallen short of his expectations.

Mathewson also told me that the amount of the goods purchased of the Nancy's cargo of the Government, was to be applied by them in part payment of the arms, &c., sold said Government, and brought in the Mercury.

23d. Henry Mathewson did consign the cargo of ship Superior to my house in 1826; the same was sold by me, and account sales of the same were rendered to Mathewson, and also to the owners of said ship and cargo.

Goods were sometimes missing in the custom-house; robbery of packages on the Callao road by the muleteers was quite common. I have now no recollection of any of the cargo of the Superior having been stolen in the custom house at Lima.

24th. He did consign to my house a large adventure of merchandise brought by him in the ship Superior from Canton, which he called his own; the same was sold free of commissions; it was customary not to charge the captains or supercargoes a commission on their *private* adventures. I believe a commission was charged in the account sales of said adventure, but was credited back to the said Mathewson in his account current; this was frequently done.

25th. In the manifest of the Superior's cargo there were various marks; the goods, in some instances, belonged, although of the same mark, to different persons. I understood from Captain Mathewson that this arose from his sailing from Canton without completing his invoices, to correspond with the funds he had for investment; and that after he left Canton his invoices were made up conformably to the funds he had for investment in Canton, belonging to the parties interested in the different invoices composing the cargo of ship Superior on her voyage from Canton to Valparaiso and Lima. Said invoices were not handed to me, to my recollection, further than as a mere memorandum of the cost of the goods. Captain Mathewson told me, and I think likewise Captain Andrews, that there had been some difficulty or misunderstanding between the said Mathewson and Captain Andrews on their passage to or from Canton, but the particulars were never fully related to me, to my recollection.

The difficulty or misunderstanding was between the parties settled, as I was informed by the said Mathewson.

26th. Some of the goods composing Captain Mathewson's private adventure paid less duties than similar goods of the general cargo; this circumstance arose purely from accident by a mistake of the appraiser.

27th. I am acquainted with nearly all the resident merchants at Coquimbo; never knew one called Don Pedro Fernandez—of course know nothing about a person of that name.

I never heard of a person loaning money, purchasing copper, or authorizing it to be done by Mathewson for him, by the name of Fernandez, or by any other name. I was in Lima at the time the Portia took in copper at Coqnimbo for account of Mathewson.

28th. I did receive a letter from E. Carrington & Co. and Cyrus Butler, enclosing to me their power of attorney, with full powers to act freely in all business between them and Henry Mathewson. The letter covering said power of attorney, as near as my memory now serves, was in strict conformity to, and worded pretty much in the same language as, this interrogatory. I never presented said power of attorney to Mathewson, for I could see no disposition on his part to do otherwise than he was instructed in a letter that was delivered to him from said Carrington & Co. and Butler; and more particularly so, as he appeared to me to be doing every thing for the interest of his employees, so far as I could judge. I did not conceive any interference on my part necessary.

29th. This letter referred to is the one, I presume, that I recollect of delivering to Mathewson, and is the same alluded to in my answer to the 28th interrogatory. The letter alluded to in this interrogatory, contained, as near as my memory serves me, the substance of the 29th interrogatory, as there detailed.

30th. The streets in the city of Lima are named. I should hardly suppose it possible for any person to be a long time in Lima without knowing the names of any of the streets, particularly, if a captain or supercargo. I should suppose, at least, the street in which his consignee resided would be remembered by him. E. Lynch & Co., when I first came to Lima, lived in the street called, I believe, La Trinidad, and afterwards in San José. I resided in the street called La Coca. The American consul, Mr. Tudor, when I first knew him, resided in the street called La Merced, and afterwards in that of "del Arzobispo," or San *Loze*.

31st. The account signed by E. Lynch in Lima, the 22d of May, 1822, marked with my initials, W. S. W., and annexed to this answer, headed "Deve El Gobierno del Peru, a Estanisloa Lynch—Ha de Haver," is a genuine account. The signature of E. Lynch is to me well known. The signature at the foot of said account is the genuine signature of said E. Lynch. This account is written in the Spanish language; has been by me faithfully translated. It was not translated by request of said Mathewson, nor was it ever delivered to me by him, to my knowledge or to my recollection, to be used in his controversy with Lynch in Lima.

Cross interrogatories by Mathewson.

In the case in equity, now pending before the circuit court of the United States of America for Rhode Island district, and now before

the masters, wherein Willard W. Wetmore is plaintiff, and Henry Mathewson, defendant.

Cross interrogatories propounded by the said Mathewson to William S. Wetmore, as a witness, sworn and examined on the part of the plaintiff.

1st. Is it not usual and customary, on the west coast of America, when a master or supercargo purchases goods, or takes up money on account of his owners on a credit, for the person giving the credit to enquire and ascertain whether the master or supercargo has authority to make the purchase, take the credit, and bind them by the contract?

2d. Did not the said Mathewson at all times hold out to you, and all others, as far as you have knowledge, that Cyrus Butler and Edward Carrington & Co. were the owners of the ship Mercury, and her several cargoes, and that said cargoes were sold for and on their account? Did you ever know any instance of a ship or cargo being taken or holden responsible, by any process of law, for a private debt contracted by a master or supercargo, in his own name, for his own private benefit? If yea, please to name the ship or cargo, master or supercargo, the time and place when and where the same happened, and the circumstances attending the same. Do you know of any public law which would create a liability of a ship or cargo for such a debt? If so, please to give a transcript of such law, or state the substance thereof, and say by what authority it was made or enacted.

3d. Have you any knowledge how, and in what sums the said Mathewson received his money from Lynch, Hurtz & Co., at Valparaiso, in the year 1823, and how he conveyed it on board his ship? If yea, relate the same particularly. Did the said Mathewson occupy a room in a house of the said Lynch, Hurtz & Co., and deposite his money there from time to time, as he received it, until he had an opportunity to smuggle it on board? Do you know that the said Mathewson, at the time he resided there, complained of having stolen from him, out of his bureau, thirty-nine doubloons, or any other quantity, by a servant or steward of the said Lynch, Hurtz & Co., and was the said servant or steward afterwards arrested on the charge, and confined in prison a long time thereon? If you have any knowledge of any of the above matters in this interrogatory, relate the same, and all things connected therewith, as fully as if you were specially interrogated thereon.

4th. Did you receive at Lima, in October, 1825, a quantity of goods from the cutter Fifeshire, which were shipped by Bartlett & Swett at Guayaquil, in September, 1825, to the order of Henry Mathewson? Does the bill of lading, now presented you, purporting to be signed by Thomas Weir, contain a true account of those goods? Have you seen the said Thomas write, or are you acquainted with his handwriting, and is the signature to said bill in

his proper handwriting? Were not the said goods badly damaged? Were not the shoes, pagordas, rice boxes, and fur caps, all spoiled by being wet, and were not most, if not all of them, thrown away? Did not you, or your house, have the whole control and disposition of the goods shipped by Bartlett & Swett on board the Fifeshire, at Guayaquil, in September, 1825? Were not some of those goods stolen, or lost from the custom-house or your store, particularly two pieces of silk, ten elegant shawls, and three dressing-cases?

5th. Did Mathewson deliver the cargo of the ship Superior to your house at Callao, in November, 1826, as soon as it was possible to have the same landed? Did you not find one box, containing elegant shawls, to have been broken open when it arrived at Lima, and were there not some of those shawls missing therefrom; and was it not frequently the case that you would have things stolen from you, both at Callao and Lima?

6th. Did not Mathewson ask you in the latter part of the year 1826 to accept his order for five thousand dollars, payable in thirty days, to a lady, who held his note for that amount for money borrowed in 1825, and did you not agree to accept said order?

7th. Was it not the cargo of the Olive Branch, and not the Nancy, Mathewson informed you was received of Government in part payment for the munitions of war? Did you not translate the papers relative to the cargo of Olive Branch? Where are the translations you have said you made, or to whom have you delivered them?

8th. Did not Mathewson enquire of you at Lima, in the year 1825, whether you did or not know one J. S. Martinez, and inform you that he had some property belonging to said Martinez? Did said Mathewson reside with you at Lima from the time of his arrival from Guayaquil to his sailing for China in the ship Superior in the year 1825?

9th. How long were you in Lima in the year 1821, while the said Mathewson was there? Were you at the same place in the year 1822 and 1823, during any part of the time that said Mathewson was there? Please to state particularly as to time. What was your age in 1821? How long and at what seasons were you in Lima in 1821, 1822, 1823?

10th. Was not Peru, from the commencement of the year 1821 to the end of the year 1825, in a state of great commotion? Was not Lima during that period sometimes under the control of the patriots, and at other times under the control of the royalists? Did not each party while in power lay heavy contributions on such of the inhabitants as were known or suspected to have much money in their possession?

11th. Were not the Spanish royalists in Peru in a perilous situation? Were not their persons often arrested, and their property seized and confiscated by Government? Do you know, have you heard, or have you good reason to believe, that they often concealed much of their property, and especially their money, from the offi-

cers of government and the patriots of the country, and from foreigners residing there who were friendly to the patriot cause? Did not many of those who were possessed of large property assume the appearance of poverty, through fear of having their property taken from them? Was not money supposed to belong to them sometimes found concealed? Did not the officers of government in divers instances seize the money of those persons when they were attempting to transport it out of that country? Was not the said Mathewson in those years acquainted and intimate with many of those Spanish royalists, and with those who were by the Government ordered to leave the country? Would not those royalists be more likely to place confidence in foreigners, whose residence was temporary, and whom they well knew, *that* in any native patriots or foreigners permanently settled there in business, and whose interest it would be to obtain the friendship of the officers of government and of the patriots of the country? Would not the royalists be more likely to apply to such a foreigner for aid in their troubles, than to any one who was residing there for many years, and friendly to the patriot cause?

12th. Might not the persons mentioned in the 4th and 6th direct interrogatories be in Lima, and have communication with Capt. Mathewson without your knowledge? If that communication was confidential, would he be likely to mention it to you?

13th. Would the forms, mentioned in your answer to the thirteenth direct interrogatory, be resorted to in the case of a loan intended to be made with secrecy, and do you mean to say in that answer that a Spaniard endeavoring to conceal his effects, at the times of disturbance referred to, would proceed in effecting his loans or deposites in the same manner as if transacting ordinary business in ordinary times? Are your answers to the thirteenth and fourteenth direct interrogatories intended to apply to transactions where secrecy and the rescue of money from danger are the leading objects?

14th. Have you known any case decided in manner as by you supposed in your answer to the twenty-first direct interrogatory? Do you believe such would be the decision in a case where the transaction was known and intended to be with the captain or supercargo individually from personal confidence in him, and on his individual responsibility? When you say in your answer to the second cross interrogatory that a captain or supercargo is never considered as an individual, do you not mean to limit that remark to transactions in the ordinary course of commerce with established mercantile houses? And do you mean to apply your answers to the fifteenth, eighteenth, twentieth and twenty-first direct interrogatories, so far as respects loans, their terms and consequences, to any other than transactions in the usual course of trade?

15th. Are you related to the plaintiff in this cause, and how? Are you interested in his business, and how? Are you related to

or connected with any, and what other, party in this cause, or interested in his or their business, and how?

JOSEPH L. TILLINGHAST,
PHILIP CRAPO,
Solicitors for H. Mathewson.

Answers to cross interrogatories put by Henry Mathewson, one of the defendants, viz:

1st. No enquiry is ever made. It is sufficient to be known as master or supercargo of a vessel to get a credit in proportion to the value of ship and cargo. The authority of such a person never has to my knowledge been questioned, or has the authority to act ever been required to be presented to enable them to transact their business.

2d. Henry Mathewson always gave me to understand that Messrs. Edward Carrington & Co. and Cyrus Butler owned the greater proportion of ship Mercury and her cargo, and that a small part of said ship and her cargo belonged to himself—I think he said one-eighth—and the cargo was sold for the general benefit of all parties concerned. I never knew of a captain or supercargo going away indebted, unless he left the port clandestinely with his ship, without first paying the amount of his indebtedness; consequently I never knew of any suit to be brought. On the arrival of a ship, it is required that the name of the captain and supercargo should be mentioned at the time of entry. At the time of clearing the ship at the custom-house, proof from all the public offices, and from the prefecto of the department, has to be obtained, that no claim has been presented against either the captain, supercargo, officers or crew of the vessel, before said vessel can get her clearance for sailing. If any debts are unpaid, the ship is officially detained, and cannot sail until first settled. I know of no particular law—but this I know, that what I have above said is part of the general laws that govern foreign commerce. I have said before, in my answer to the interrogatories of the plaintiff, that a captain or supercargo is never considered a private individual, and all of his acts are considered by the public to be done in the capacity of captain or supercargo.

3d. According to the best of my recollection, Mathewson received his money from Lynch, Hurtz & Co., of Valparaiso, in doubloons principally. I have an indistinct recollection that he conveyed the doubloons on board about his person, and I believe was likewise assisted by the mate and some of the crew of the ship. I am under an impression that he did, in 1823, occupy a room in the house of his consignees. I do not know the circumstance of his depositing his money, as fast as he received it, in his room, but think it is the fact—for it was a general custom for all who were smuggling their money on board of their vessels, for the greater convenience of doing it at all hours; it was generally received in large sums, and embarked in smaller, to make the hazard of detection less

hazardous. I recollect the circumstance of Captain Mathewson having complained of having been robbed of a considerable amount in doubloons, and my impressions are that it was stated by him at the time, publicly and to me, that his loss was exactly thirty-nine doubloons. It was supposed to have been robbed by a servant of his consignees' house, and said servant was arrested and was confined in prison some time. I do not recollect of its being proved against him, but at the time there was no one that questioned the robbery, or believed the servant innocent of the theft.

4th. My house did receive, in the latter part of the year, a quantity of goods per Fifeshire, which were shipped by Bartlett & Swett at Guayaquil, in September of the same year. The bill of lading signed by Thomas Frew contains a true account of the goods received by the Fifeshire, so far as I am acquainted. The bill of lading is, in my opinion, genuine. I am not acquainted with the handwriting of the said Thomas Frew; cannot say whether the signature to the bill of lading be genuine or not, but the body of the bill of lading is in the handwriting of Edwin Bartlett, one of the firm of Bartlett & Swett. Some of the goods, I believe, were damaged. The shoes, pagordas, rice boxes, and fur caps, were badly damaged; the fur caps were mostly all spoiled, and many of them were thrown away. My house had the whole management of the sales of the goods per Fifeshire. I do not now recollect of any goods being stolen in the custom-house, or from my store; do recollect, in the account of sales, of seeing a note of two pieces of sarsenets being noted as having been robbed. The robbery of goods frequently occurs on board coasting vessels, and by the muleteers on the road to Lima, and sometimes in the custom-house. If goods are deficient, it is generally discovered after their being despatched from the custom-house; it is difficult to trace the robbery, as they pass through many hands. An entire package, if lost, the custom-house have in some instances paid the value, at others have evaded it. The bill of lading alluded to is hereunto annexed, and is marked with the initials of *W. S. W.*

5th. Mathewson did deliver the cargo of the ship Superior to my house in Callao, I think, in the month of November, 1826, with all the despatch in his power. I have now an indistinct recollection, as the subject is brought before me, of a box containing elegant shawls being deficient of the quantity it should contain. I should suppose eight or ten were short. It was not an uncommon circumstance to have goods robbed either in Callao or on the road to Lima, and sometimes in the custom-house of Lima.

6th. I do not now recollect of any application of that nature to me.

7th. It was not the Olive Branch cargo that Mathewson said, but that of the Nancy, that was to go towards the payment of the arms sold the government. The Olive Branch goods were sold by Mr. Twaites, the auctioneer, and the proceeds were received by Lynch on account of the Government, and was by him passed to the credit

of said Government, in part payment of the arms of the Mercury. This information I do not know positively, but have seen it in the account that I have this day stated to be genuine and signed by E. Lynch. I never translated the papers regarding the Olive Branch, to my recollection; the translation alluded to was Lynch's account, and was by me enclosed in a letter to E. Carrington from Philadelphia, at his request, some time since—say between one and four months.

8th. I have no recollection of Mathewson ever mentioning to me the name of J. S. Martinez. Mathewson said something about a colonel in the army, who he presumed to be dead, but never mentioned to me his name, and stated he had some property of his. I believe Mathewson did reside in my house after his arrival from Guayaquil, until he sailed in the Superior, but I am not positive.

9th. I was in Lima about two or three months in the year 1821, as near as my recollection now serves me, while Captain Mathewson was there. I believe Mathewson was not in Lima in the year 1822, when I was there, it being the latter part of the year; nor in 1823 when I was there. In 1821 I was twenty years of age. As near as my memory serves me, I was in Lima in 1821, in the months of October, November, and December; in 1822, months of November and December; in 1823, January, February, March, and April.

10th. Peru was in an unsettled state from the commencement of 1821 to 1825. Lima was at different times under the control of the patriots, and other times under the control of the Spaniards. It was common for both parties to lay heavy contributions upon the inhabitants, particularly upon those known to have money.

11th. The Spanish royalists in Peru were in constant fear; those that intermeddled in politics were in a perilous situation. Persons were frequently arrested for divers causes; their property in some instances was taken by the Government, and they were sometimes banished or shot. It is a common circumstance for Spaniards and natives of Peru to bury in the earth their treasure; they are suspicious and cautious, and generally desirous to be considered poor, and frequently go dressed very poorly. It was frequently reported that the Government had made certain individuals pay heavy contributions; and in some instances, where they insisted they had nothing, the Government ordered a search, and sometimes they found considerable sums.

I understood that some of the Spaniards that were ordered out of the country, that had their passports and permission to embark with their property, had their money taken from them upon some pretence or other by the Government or their officers. Mathewson was acquainted with many of the Spaniards in Lima, and intimate with some of them. Immense amount of treasure was embarked by the foreign houses for the Spaniards attached to the royal cause in the different foreign men-of-war. I should say more confidence would be placed by the generality of the Spaniards in the foreign

houses, than in any transient individual, however respectable, as they could place their property with less hazard, and at less expense, in places of safety, than could any one individual not acquainted well with the country, laws, and manner of doing business in the country. An individual doing but little business is generally more observed than one doing a large extensive business—such as the daily embarkation of money—receiving constant and valuable consignments. The general merchant is known to the community as doing a large business—hence his operations do not cause suspicion. Merchants care very little about the Government or its officers, if they have an opportunity of making money.

12th. It is possible that the persons mentioned in the 4th and 6th direct interrogatories of the plaintiff might have been in Lima, and have had communication with Captain Mathewson without my knowledge. Confidential communications to Captain Mathewson might or might not be mentioned to me; he would be governed by circumstances.

13th. My answer to the 13th interrogatory of the plaintiff refers to the common manner of doing business. A Spaniard wishing to conceal his effects at time of public disturbance, *would*, if he found it necessary to apply to some person of his confidence, he would most probably place his property with him, trusting entirely to the honor of his friend. I have already answered to the 13th interrogatory, by saying that it was a common manner of doing business; regarding the fourteenth, when loans are made I should hardly think it necessary to keep the circumstance secret. I have never known a document to be interfered with.

14th. I have never known of a case decided as mentioned in my answer to the 21st direct interrogatory of the plaintiff, for the reason, all captains or supercargoes have fulfilled all of their engagements, so long as ship and cargo lasted, or any of its proceeds.

I firmly believe that any transaction of business done entirely with the captain or supercargo of a vessel, as an individual, and so understood confidentially, would, in the event of non-fulfilment, have to be paid by the ship or her cargo, or the proceeds of it; for if the party *found* who had entrusted his property in the charge of another, and *he* considered its safety doubtful, he would have the right of stating his own story before the judge or the consulado, and it would be so worded that there would be no doubt of getting a decision in his favor. I mean that a captain or supercargo is never considered in the light of an individual, as long as his vessel or cargo remains under his control; this applies to the public generally.

In my answer to the 15th, 18th, 20th, and 21st direct interrogatory of the plaintiff, I have referred to all transactions of every nature, in the event of any deficiency.

15th. I am nephew of the plaintiff, Willard W. Wetmore. I have no interest in his business. Samuel Wetmore is an uncle of mine; with him and the other parties I have no connexion or in-

terest, nor am I related to them, to my knowledge, either by marriage or otherwise.

Answer to the thirty-second interrogatory of the plaintiff, propounded and answered after the cross interrogatories of the defendant were answered:

32d. The specie mentioned in the bill of lading referred to was, as near as my memory now serves me, *was* transhipped to the United States frigate United States, there deposited with the other funds under the control of Captain Mathewson.

Losses sometimes occur of entire packages; when this is the case the custom house, muleteer, or master of the coasting vessel are always held responsible, and is generally paid without demur.

I am not the agent of either of the parties, plaintiff or defendants, in this case. WM. S. WETMORE.

Taken before us, on solemn oath, in Providence, the twenty-sixth and twenty-seventh days of November, A. D. 1832, by agreement of the parties.

SAMUEL EDDY,
JOHN H. ORMSBEE.
Two of the masters in said case.

Shipped, in good order, and well conditioned, by Bartlett & Swett, in and upon the good cutter Fifeshire, whereof is master for this present voyage Thomas Frew, and now riding at anchor in the port of Guayaquil, and bound for Chorillos or the port of entry, to say, for Lima.

W. S. W.

[P] M 141, 84, 53, 63, 100, 122, 78, 85, 141, 89, 57, 71, 64, 149, 90, 151, 139, 113, 55, 56, 51, 92, 119, 95, 104, 35, 28, 39, 48, 30, 31.
[M] 55*a*60, 62*a*70, 107*a*109, 219, 221, 92, 116, 140, 52, 22, 6, 75, 47, 48, 228, 229, 76, 117, 36, 123, 237.
F 1, 4, 5, 6, 7, 8, 9.
B 6, 7, 8.—Silks.
[M] 141*a*143—3 cases fans.
4, 5, 7, 11—4 cases shoes.

No. No.	1 do 4 trunks do
126, 137	2 cases rice boxes.
No. No.	1 do do.
138	1 case rice pagordas.
"	1 do combs.
"	1 do tea.
I M to B	3 trunks.
4	1 basket.
M 1*a*10	10 bags, $1,000 each.
No. 1*a*3	3 kegs cont'g $12,000.

The cases of shoes in bad order.

Twenty-six cases of silks, three cases of fans, six cases of shoes, three cases rice boxes, one case pagordas, one case combs, one case tea, three trunks, and one basket wearing apparel, twenty-one kegs tobacco, twenty-two thousand hard dollars, being marked and numbered as in the margin, and are to be delivered in the like good order, and well conditioned, at the aforesaid port of Chorillos, (the danger of the seas only excepted,) unto Henry Mathewson, esq., or to his assigns, he or they paying freight for said goods and money four hundred dollars for the whole, with primage and average accustomed.

In witness whereof, the master or purser of the said cutter hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void. Dated at Guayaquil, the 10th day of Sept., 1825.

THOMAS FREW.

This is the bill of lading referred to in the answer to the fourth cross interrogatory to W. S. Wetmore.

SAMUEL EDDY,
JOHN H. ORMSBEE.

Sales on account and risk of Henry Mathewson, esq., by Alsop & Wetmore.

1825.					
July 23		Cash 1,500 ps. of nankeens, $1		–	$1,500
29		S. Sareainga, (at 60 days on board, paying expenses on silks.)			
	[M]	75 bales nankeens, each 100 ps., 7,500, at 6½ rs.		$6,093 6	
	" 20, 22, 23, 30	4 boxes 7-4 crape shawls, each 50, 200, at $6		1,200	
	" 33, 34	2 " 45 ps. colored satins, each 18 yds., 810 yards, at 12½ rs.		1,265 5	
	" 37, 38, 40	3 " 73 ps. fig'd sarsenets, each 18 yds., 1,314 yds, at 8½ rs. (2 robbed)		1,396 1	
	" 2	1 " 25 ps. black satins, each 18 yds., 450 yds., at 13 rs.		731 2	
	" 9, 10, 18	3 " 75 ps. X barred hdks., each $15		1,125	
	" 97, 98, 99, 100, 101	5 " crape dresses, each 50, 250, at $6½		1,625	
	" 114, 115	2 " 200 doz. black galoons, at $5		1,000	
	" 73, 74	2 " 50 ps. thin sarsenets, 40 yds. each, 2,000, at 6 rs.		1,500	
	" 222, 225, 223, 224	4 " 100 ps. crape, 18 yds. each, at $11		1,100	
					17,036 6
		26 cases.			
Aug't 4		F. G. Low, 1,000 ps. nankeens, at $1		–	1,000
Oct. 31		Cash.			
	" 48	1 case black satins, 20 ps., each 18 yds., 360 yds., $3		–	1,080
		Narcisco de la Colina, (payable in 20 days.)			
	" 92	1 box sundries, 14 dresses, at $6	$84		
		14 shawls, 6½	91		
		4 ps. crape, 12	48		
			—	223	
	" 47, 48, 52, 226, 228, 229	6 boxes, 25 ps. each, crape, is 150 ps. at $12		1,800	
	" 142, 143	2 " fans, 1,900, at 1 rl.		237 4	
	" 75, 76	2 " 25 ps. each, thin sarsenets, 50 ps. at $20		1,000	
	" 116, 117, 140	3 " black ribbon, 201⅔ doz., at $5		1,008 6	
	" 60, 69, 70, 63, 64, 55, 56, 67, 59, 62, 65, 66, 57, 58, 107, 108, 109, 68	18 " 7-4 crape shawls, each 50, 900, at $6½		5,850	
	" 137	1 " shawls and robes, 50, at $14		700	
	" 219, 221	2 " crape scarfs, each 150, 300, at $2 50		750	
	" 36	1 " 11 ps. colored satins, each 18 yds., 198, at $2		396	

340 2 345

STATEMENT—Continued.

1825.				
Oct. 31	[M]123	1 box bone fans, (394,) at 2 rls.	$98 4	
	" 7	1 " 8 4-12 doz. shoes, at $9	75	
	" 126, 137	2 boxes, each 45, rice boxes, 90, at 6 rls.	67 4	
	(P) M 149, 119, 113, 104, 141, 139, 124, 122, 90, 100, 64, 56, 53, 71, 85, 89, 84, 95, 57, 51, 92, 78, 63, 55	24 " crape shawls, each 50, 1,200, at $6½	7,800	
	(P) M 28, 31, 30	3 " black velvet, each 6 ps., 18 ps., 252 yds.. at $3	756	
	" 151	1 " 9 7-4 shawls, at $36 $324		
		33 7-4 do 20 660		
			984	
		68 boxes.		
		Continued over	21,746 2	$20,616 6
		Brought forward	–	20,616 6
	N. de la Colina	68 boxes, brought forward	21,746 2	
	" 35, 39	2 " 7-8 birdseye hdks., 50 ps., at $8	400	
	[B] 6, 7, 8	3 " crape dresses, 150 ps., 6	900	
	F 4, 5	2 " crape shawls, 100, 6½	650	
	" 6, 7, 8, 9	4 " crape dresses, 200, 6	1,200	
		—79 boxes.		24,896 2
Nov. 3		Cash for 4 hats	–	15
		Cash for 1 trunk, 4 boxes shoes—amount	360	
		22 do	14 2	
				374 2
	W. S. W.			$45,902 2
		CHARGES.		
	Cash expenses on 101 packages per Merope.			
	Canoeroes $6 5½, Jornelaros $6 2½	$13 0		
	Receividores 1 6, carriage up hill $11 7	13 5		
	Almacenage de Aduana	4 4		
			31 1	

Conduction to Lima 26 boxes		9 0		
" " 75 bales		37 4		
Custom house storage at Lima		1 5		
Conduction from custom house and labor		7 0		
Freight per Merope, 5 tons		125 0		
Cash expenses on 89 cases, 1 trunk, (4 trunks baggage.)			180 1	
1 do 21 barrels per Fifeshire.				
Canoeroes $10 4¼, Jornaleroes $10 4¾		21 1½		
Receividores 2 hombres una dia cadu 14 rs.		3 4		
Guardas en playa una deu 14		1 6		
Conduction to Chorillos 116 Baltos		15 3		
Almacenage de aduana, 112 do 1 rs. c. u.		14 0		
Arrumage en casa		1 6		
Gratification a los guardas, not examining captain's 4 trunks		8 0		
			65 4½	
Conduction on 83 boxes, 4 trunks, from Chorillos to custom house, Lima, and from thence to store		55 4	55 4	
Conduction 8 boxes hats		12 4		
Custom house and cartage to store		2 4		
Freight of hats per Genl. Smith		9 0		
Duty on do		259 2		
			283 2	
Custom house duty on goods per Fifeshire, say 88 packages, value	$14,863 5½			
Less this amount	250 a 40 per cent.		100	
	14,613 5½ 30 per cent.		4,384 0½	
Consulado duty on $14,613 5½ a 5 per cent.		730 5½		
250 10		25		
			755 5½	
Storage 1 per cent. on $26,365 4		263 5		
Port agency ½ per cent. 45,902 2		229 4		
Commission 5 per cent. 45,902 2		2,295 1		
			2,788 2	
				8,643 5½
		Net sales	-	$37,258 4½

Errors and omissions excepted.

LIMA, *Nov.* 24, 1825.

STATEMENT—Continued.

Outstanding at your risk.

S. Larrainga -	$5,500	For the amount of those two sums, we hold the owners, supercargo, and all others interested therein, responsible for the same.
N. de la Colina -	19,896 2	
	$25,396 2	

November 26th, 1832.

This account of sales is referred to in the answer to the 16th interrogatory by Wm. S. Wetmore, and was annexed to said answer in our presence.

JOHN H. ORMSBEE, } *Masters.*
SAMUEL EDDY, }

Deve El Supremo del a Estanisloa Lynch Ha de Haver.

Por el valor de la cuenta del armam't entregado de la Frag'te Mercurio segun contrata y current presenteda - -	$120,000 4	Por orden contra la aduand - - - -	$50,000
Pelvalor 2d partida de armam'to segun el ex pd'te presentado y c'ta y docum'to q le accompanan - -	5,524	lo descontado en el cargam'to del Bergantine Nancy segun las cuentas autorisadas - - -	33,976 1
		el amonto de las ventas del Olive Branch segun c'ta No. 1 de Dn. Juan Flewailes - $24,772 5	
		menos los gastos de conduciones de efectos segun No. 2 - - - 61 2	
			24,711 3
		P. saldo que me deve el Supremo Govierno - -	16,837
	$125,524 4		$125,524 4

W. S. W.
LIMA, *y Mayo* 22 *de* 1822.

E. LYNCH.

This is the account referred to by William S. Wetmore in his answer to the thirty-first interrogatory, and was by him annexed to his said answer in our presence.

SAMUEL EDDY, } *Masters.*
JOHN H. ORMSBEE, }

Deposition of John Cryder.

In the case of Willard W. Wetmore vs. Henry Mathewson and others, pending before the circuit court of the United States of America in Rhode Island district.

Interrogatories.

Interrogatories to be propounded by the defendant to John Cryder, a witness called before the honorable mayor of the city of Philadelphia by the plaintiff to testify in said case.

First interrogatory. Did you reside and transact business at Valparaiso, in South America, in the year 1826? If so, who were your partners in business, and under what name, firm, and style was your business transacted?

Second interrogatory. Did you, or any of the partners of your house, for and on account of the same, at said Valparaiso, in said year 1826, receive of the said Mathewson, from on board the ship Superior, any goods or merchandise for sale on his account? And if so, was any receipt given therefor; and do you personally know of the precise quantity of goods so received by you or them; and by which of you was the same received?

Third interrogatory. Were not said goods and merchandise landed from said ship for your house, and afterwards deposited in the custom-house stores, before the sale thereof, subject to your order? And if so, at whose request were said goods landed; who took charge of them after landing, and who deposited them in said stores; was it done by you or any one of your partners, and which of you?

Fourth interrogatory. Do you personally know how many and what goods were so landed for you, how many of them were deposited in the custom-house stores, and how many of them were taken therefrom by you or any of your partners, or by your or their order or direction? If so, please to state the means of your knowledge, and specify the goods.

Fifth interrogatory. Did the said Mathewson write you from Lima that you had not accounted with him for all the goods he had consigned to you at Valparaiso, and say that a number of lob chairs, baskets, and trunks remained unaccounted for; and did you not afterwards inform him that, if they were landed, they were probably stolen or retained by some of the custom-house officers; and do not such losses frequently happen at that place?

Sixth interrogatory. Have you ever paid to or accounted with the said Mathewson for the same chairs, baskets, or trunks?

Seventh interrogatory. Have you not been in the city of Providence in the present year? If so, when and how long; and did the said Willard W. Wetmore, Edward Carrington, Samuel Wetmore, and Cyrus Butler, or any and which of them, converse with you, while you were there, relative to the goods consigned by the said Mathewson to your house at Valparaiso and Lima; and

did you, while there, give them what information you had on that subject?

Lastly. If you know of any other matter or thing beneficial to the said Mathewson, state it as fully as if you were especially interrogated on the same.

PHILIP CRAPO,
Solicitor for Henry Mathewson.

In the circuit court of the United States of America in and for the Rhode Island district.

WILLARD W. WETMORE
vs.
HENRY MATHEWSON and others.

MAYOR'S OFFICE, *city of Philadelphia, sc:*

John Cryder, of the city of Philadelphia, being duly sworn according to law, deposeth as follows:

That he resided at Valparaiso from the early part of the year 1826 to the latter part of the year 1829, and was one of the partners of the commercial house of Alsop, Wetmore & Cryder at that place, and also one of the partners of the house of Alsop, Wetmore & Co. of Lima.

That, in the year 1826, the American ship Superior, Andrews, master, and Henry Mathewson, supercargo, arrived at said Valparaiso from Canton.

That said Mathewson employed this deponent's said house to make sale of the cargo of said ship; that they sold of said cargo the articles contained in the account sales hereunto annexed marked (A,) which was made out and rendered to the said Mathewson before he left Valparaiso in the said ship for Lima; that after the sales of said merchandise had been made out, and when the deponent was making out said account sales, said Mathewson, for the first time, stated to this deponent that certain articles which had been sold were of his private adventure, and claimed to have them sold free of commission, according to the usage and customs of commission merchants at that time to sell the captain and supercargo's private adventures free of commission when the commission merchants had the consignment of the cargo.

That it was in this stage of the business, and at the moment of making out the accounts, he, this deponent, for the first time, had any intimation from the said Henry Mathewson that any part of the merchandise which had been sold were other than for owners of the general cargo of said ship; and this deponent then objected to making the exceptions, observing to the said Mathewson that the amount was very large for a private adventure; that this deponent thereupon marked all the articles which said Mathewson claimed as belonging to him, as his private adventure, with a ⋈ in red ink on the account sales hereunto annexed in, and charged no commis-

sion thereon, but consented to let it stand for the eventual decision of the Lima house to adjust the same on the arrival of said Mathewson at Lima, whither he was bound.

That the usual rate of interest of money at Valparaiso, Coquimbo, Lima, and other ports on the coast, during the time this deponent resided in that country and had connexion in business there, was from twelve to eighteen per cent. per annum; and even at that rate it was generally very difficult to be obtained, and only to be had by merchants resident on the coast of undoubted property and credit.

That he, this deponent, never knew money to be hired of Spaniards (i. e. citizens or natives of the country) by transient foreigners for any length of time; nor does he believe that they would so far confide in such persons as to loan them money on their own security for any distant voyage; deponent never heard of them doing so.

That ready money cannot be commanded by them at all times; and that when they have it they are not apt to loan it, unless on good security, and for a moderate period; that the old Spaniards generally keep their property out of sight, and do not let it be known that they have cash on hand. That during the residence of this deponent, he never knew any persons by the names of Don Pedro Fernandez, nor Don Jose Publino, nor Donna Juanita Publino, nor Don Publico Haker, nor did he ever know money borrowed at five per cent. per annum.

JOHN CRYDER.

To the first interrogatory proposed by the defendant, said deponent answers as follows: That he did reside and transact business in Valparaiso, in South America, in 1826; that his partners in business were Richard Alsop and William S. Wetmore, and that the business was transacted under the firm of Alsop, Wetmore & Cryder.

To the second interrogatory on the part of the defendant he answers as follows: That he did, at Valparaiso, in the year 1826, receive, through the agency of his clerks, of said Mathewson, from on board the ship Superior, certain merchandise for sale, supposed to be on account of the owners thereof; that he believes that the house of Carrington & Co. were concerned in said merchandise, but to what extent he does not know; that no receipt was given for said merchandise, to his knowledge; that he does know, from the report of his clerk, the precise quantity of goods so received by him, and that a true account thereof is hereto annexed, marked (A); that the heading of said account is in deponent's own handwriting, and the remainder in the handwriting of a clerk, and that the same was made out 14th October, 1826.

To the third interrogatory on the part of the defendant he answers as follows: That said merchandise landed from said ship Superior was immediately put under the care of the custom-house

officers, and deposited either in front of the stores of the custom-house or in the stores themselves; that said merchandise, he believes, was all sold before the same was landed and entered by the purchasers thereof, and was subject to their orders; and that deponent's house had nothing to do with said merchandise after the same was landed, more than to see that it was all right, for which purpose one of the clerks of deponent's house superintended the landing.

To the fourth interrogatory on the part of the defendant he answers as follows: That he does not know of his own personal knowledge how many, and what goods were so landed from the said ship Superior; that he did not personally attend to the landing of said goods; that the same was attended to by one of the clerks of the deponent's house, and that he believes that the goods so landed are the same mentioned in the account sales hereto annexed. That he did not personally attend to the said goods, being deposited at the custom-house stores; that none of the goods were taken from the custom-house stores by the deponent or any member of his house, to his knowledge, or by his or their orders.

To the fifth interrogatory on the part of the defendant: That said Mathewson did not write to him from Lima to his recollection, though deponent has an indistinct recollection of hearing from some source that certain lob chairs, part of the cargo of said ship Superior, were deficient, but from what source he is unable to say; that he does not know any thing about baskets and trunks being unaccounted for; that he did not, to his recollection, ever inform the said Mathewson that if any chairs, baskets, or trunks were landed they were probably stolen, or retained by some of the custom-house officers; that losses sometimes happened from packages being broken open at the custom-house, Valparaiso, but he has no recollection of ever having heard that whole packages were lost at that place.

To the sixth interrogatory on the part of the defendant he answers as follows: That he has never paid or accounted with said Mathewson for said chairs, baskets, or trunks.

To the seventh interrogatory on the part of the defendant he answers as follows: That he has been in the city of Providence during the present year, 1832; that he was there during the whole month of August in the same year, excepting a few days; that he has never had any conversation with Willard W. Wetmore, or Cyrus Butler, relative to the matters inquired about in this interrogatory; that he has spoken in general terms with Edward Carrington and Samuel Wetmore on the subject, but has no recollection of giving them, or either of them, any particular information relative to the matters inquired of in this interrogatory.

To the last interrogatory on the part of the defendant he answers as follows: That he knows nothing further material to the defendant.

JOHN CRYDER.

SOUTHERN DISTRICT OF PENNSYLVANIA,
City of Philadelphia, ss:

Personally appeared in said city of Philadelphia, on this 20th day of October, A. D. 1832, before me, John Swift, esq., mayor of said city, in the State of Pennsylvania, John Cryder, signer of the foregoing deposition, who, being by me carefully examined, cautioned, and sworn to testify the whole truth, gave the foregoing deposition, which was reduced to writing by said deponent, and afterwards by him subscribed in my presence. Taken at the request of Willard W. Wetmore, and to be used in the trial of a suit in chancery pending in the United States circuit court for the district of Rhode Island, and to be heard and tried before Samuel Eddy, Richard K. Randolph, and John H. Ormsbee, masters in chancery in said suit, appointed under an interlocutory decree of said court, in which suit the said Willard W. Wetmore is complainant, and Henry Mathewson, Edward Carrington, Cyrus Butler, and Samuel Wetmore are respondents. The cause of taking this deposition is, that deponent lives more than one hundred miles from the place of trial. The said Henry Mathewson, by his agent Henry Chester, was present at the taking thereof, and had liberty to put such interrogatories to the witness as he saw fit.

I also certify I am not counsel or attorney to either of the parties, or interested in the event of the cause.

In testimony whereof, I, the said mayor, have hereunto set my [L. S.] hand, and caused the corporate seal of the said city to be hereto affixed, the day and year first above written.

JNO. SWIFT, *Mayor*.

Opened by the masters, Providence, November 17, 1832.
Witness—SAMUEL EDDY.

A.

Account sales of merchandise received per ship Superior, Andrews, from Canton, by order of, and for account and risk of, Henry Mathewson, esq.

1826.				
Oct. 9		Cash for a crape shawl – – –	† $60	
		a roll matting – – –	18 6	
				$78 6
" 10		Cash for 2 half boxes segars – –	20	
		a set trunks – – –	30	
				50
" 11		Cash for 2 sets trunks, a $30 – –	60	
		1 silver chain – – –	† 10	
				70
" "		Captain Heath, for—		
	[M] 119	five cases straw hats, 445, a $65 doz. –	2,410 3	
		one case combs, 50, a $8 – –	† 400	
				2,810 3
" "		Juan Infante, for 3 silver chains – –	30	
		Pedro Vicana, for 100 billiard balls, 12 rs.	† 150	
				180

A—Continued.

1826.				
Oct. 11				
" "		Cash for 1 set trunks – – – –		$32
		F. X. de Momeneta, for—		
" "		4 lob chairs, a $12 – – –	48	
		2 cases beads, 250 boxes, a 5 rs. –	†156 2	
		2 straw hats, $6 – – –	12	
		2 doz. knives and forks, a $70 – –	†140	
		30 half boxes segars, at $20 – –	300	
				656 2
" 12		Cash received for 1 trunk – –	17 2	
		one set chessmen –	†25	
		one set baskets – –	16	
				58 2
		Carried forward – – –		$3,935 5
		Amount brought forward – –		$3,935 5
Oct. 12		C. H. Officer, for 2 trunks – – –		30
	D 9 a 10	Cash received for two cases black satin, 40 ps., a $25 – – – –		†1,000
		J. L. Ayencinenà, for—		
		163 bales, 16,300 ps., long yellow nankeens, a 7 rs. – – –	14,262 4	
		3,000 ps. shorts, do, a 4 rs. – –	1,500	
		200 rolls matting, a 5 rs. yd. – –	3,125	
	[S] 255, 256.	Two cases satin shawls, 100		
	D 11	One case do †78		
		178, a $8 –	1,424	
	D 3	One case black levantine, 25 ps.		
	4 a 6	Three cases do 75		
		100, a $26 –	†2,600	
	D 7 a 8	Two cases blue camblet, 50 ps.		
		loose 2		
		52, a $30 –	†1,560	
	†2 cases	Four cases combs, 50 each, 200, a $8 –	1,600	
				26,071 4
		Mr. Giberson, for—		
		One case crape shawls, 50, a $4 2 –	212 4	
		One do do 50, a 3 4 –	175	
		Two sets trunks, a $30 – –	60	
		One do baskets – – –	16	
		Six boxes crackers, a $8 – –	48	
				511 4
		Cash received for—		
		Two sets trunks, a $32 – –	64	
		One do baskets – – –	16	
		One box tea, 21 lbs., a 12 rs. – –	†31 4	
		One do 19½ lbs., a 12 rs. – –	†29 4	
				141
		Carried forward – – –		$31,689 5
		Amount brought forward – –		$31,689 5
Oct. 12		Sold to sundries—		
		6 sets chessmen, a $24 – –	†144	
		6 lob chairs, a $12 – – –	72	
		1 silver chain – – – –	†10	

A—Continued.

1826 Oct. 12	1 box tea, 23 pounds, a 12 rs. – –	$34 4	
	1 roll matting, a 6 rs. yd. – –	18 6	
			$279 2
	Com. Resguardo, for 2 combs, a $10 – –		†20
			$31,988 7
	CHARGES.		
	Commission 5 per cent. on $24,198 5 – –		1,209 7
			$30,779

Errors and omissions excepted.

ALSOP, WETMORE, & CRYDER.

VALPO., 14*th Oct.*, 1826.

Outstanding on sales this date – – – – – – $27,728 4

On those marked thus † no commission has been charged.

Sales – – – – – – – – –	$31,988 7
Commission charged on – – – – – – – –	24,198 5
	$7,790 2

Balance supposed to be goods which Mathewson calls his own.

Deposition of C. B. Manchester.

STATE OF GEORGIA, *Chatham county, sc:*

Be it known and remembered, that before me, Elias Fort, one of the justices of the inferior court for the county of Chatham and State of Georgia, on this fifth day of January, in the year of our Lord one thousand eight hundred and thirty-three, personally came and appeared Cyrus Butler Manchester, the signer of the annexed deposition, and made solemn oath to testify the truth, the whole truth, and nothing but the truth, relating to and touching the action or suit hereinafter named; and, after being so sworn under said oath, related and testified to the facts contained in the deposition hereto annexed, by him subscribed, which deposition is taken at the request of Henry Mathewson, to be used in a certain action or suit in equity now pending, and to be heard and tried before the circuit court of the United States of America for the first circuit, next to be holden at Newport, within and for Rhode Island district, on the fifteenth day of June next, and referred to Samuel Eddy, Richard K. Randolph, and John H. Ormsbee, masters in chancery; in which said action or suit Willard W. Wetmore is plaintiff, and the said Henry Mathewson, Cyrus Butler, Edward Carrington, and Samuel Wetmore, are defendants; that said deposition is in my proper handwriting, was reduced to writing in the presence of said witness, and signed by him in my presence; that the cause of taking said deposition is, that said witness resides more than one

hundred miles from said place of trial, and is about to embark on a voyage beyond the limits of the United States before the time of trial; that the plaintiff in said action, living and being more than one hundred miles from this place of caption, was not notified to be present; that the firm of Taft & Paddleford, in the city of Savannah, and Mathew Hall McAllister, esquire, attorney at law, being represented to me as the agents and attorney of the plaintiff, I caused due notice to be given to them and each of them, to be present at the time and place of taking said deposition, if they should see cause, to put interrogatories to and cross examine said witness; that the said Mathew Hall McAllister, as attorney for the plaintiff, was present at the time and place of taking said deposition, and cross examined said witness. All which is hereby certified to the honorable the circuit court of the United States of America for the first circuit, and within and for Rhode Island district.

Given under my hand at Savannah, in the county of Chatham and State of Georgia, this 5th day of January, in the year of our Lord one thousand eight hundred and thirty-three.

ELIAS FORT,

Justice of the inferior court, Chatham county, Georgia.

STATE OF GEORGIA, *Chatham county:*

Personally appeared before me, Elias Fort, one of the justices of the inferior court for the county and State aforesaid, this fifth day of January, in the year of our Lord eighteen hundred and thirty-three, Cyrus Butler Manchester, of Providence, in the State of Rhode Island, but now residing in Savannah, State of Georgia, ship master, aged thirty-one years and upwards, who, being duly sworn, doth depose and say, that he is, and has been for many years, well acquainted with Henry Mathewson, of the State of Rhode Island; that he married the daughter of the said Henry Mathewson; that he entered on board the ship Mercury, Benjamin James master, in December, 1822; he did duty on board said ship from that time until she arrived at Guayaquil in June, 1825. While the ship lay at Gibraltar, he acted as steward. The ship sailed from Gibraltar to Rio Janeiro, from thence to Valparaiso, from thence to Callao, from thence to Areca, from thence back to Callao. From the time the ship sailed from Gibraltar, until her arrival at Callao, he did duty before the mast, and lived in the steerage. From Callao the ship sailed to Samanco, from thence to Truxillo, from thence to Payta, from thence to Whampoa in China, from thence to Monterey on the west coast of America, from thence to Mazatlan, from thence to Guayaquil. From the time he left Callao, until his arrival at Guayaquil, deponent acted as second mate of said ship. Deponent says that said ship took on board at Gibraltar, as cargo, hogsheads and kegs of tobacco, barrels flour, codfish in boxes and in bulk, boxes of Dutch cheese, boxes of raisins, jars

of olive oil, one or more barrels of spirits of turpentine, two or three casks of paint oil, pipes of wine, barrels of wine and brandy, boxes of porter, dry goods, and empty barrels. Does not recollect any thing else particularly; does not recollect any demijohns of spirits of turpentine as part of the cargo. On the passage from Gibraltar to Rio Janeiro, there was a barrel [of] wine broached and bottled for cabin use. After leaving Gibraltar, he arrived at Rio Janeiro after a passage of about fifty days. There we took in sugar in bags, beeswax in boxes, and cases of gin taken in either here or at Gibraltar. From Rio Janeiro the ship sailed for Valparaiso, where she arrived after a passage of about sixty days, in the month of May, 1823. That after leaving Gibraltar, deponent was employed at all times in the hold, when there was any thing to be done there, except when he was absent from the ship, which was very seldom, until her arrival at Guayaquil and the cargo discharged. On our arrival at Valparaiso, opened hatches and commenced to discharge cargo; found several bags of sugar considerably damaged—some half out, and some more. Some barrels of brandy and wine partially leaked out; one barrel wine almost entirely gone. The leakage was occasioned by the iron hoops bursting. At Valparaiso we landed some hogsheads of tobacco; he recollects we landed all. We landed part of the flour, some few quintals of codfish; some jars of sweet oil were landed—does not recollect whether all were landed. Some of the jars were found broken, and one was broken in taking it on board at Gibraltar. Landed some dry-goods also; other parts of the cargo landed, but does not recollect what articles.

Deponent thinks that not one-half of the cargo was landed at Valparaiso. At Valparaiso we took in wheat in bags, and some jerked beef and eight horses. Sailed thence for Callao the latter part of May or first of June, 1823. Going out of the harbor a gale of wind came on, and we brought the ship to anchor; it was now near night; through the night the gale continued to increase, and next day the wind abated. We borrowed the ship Lion's boat, and carried out a kedge anchor for the purpose of getting out of the way of a man-of-war brig which was lying ahead of us. Towards night the wind increased again, and continued to blow a severe gale until 3 o'clock in the afternoon of the next day. About nine o'clock in the night we carried the anchor out. The man-of-war brig struck adrift and came across the bows of the Mercury, and broke off the gammoning tree, broke off the starboard night-head, and stove in part of the starboard bow; cut away the Mercury's bobstays, and all the other rigging which secured the bowsprit; she then drifted past. At this time part of the Mercury's crew were employed putting in the cabin dead light, the water then coming in at the cabin windows before the dead lights were properly secured. The crew was called off to get down the foreyard and foretopmast, and getting up tackles to secure the foremast, there being

danger of its going by the board. We were employed all night and most of next day in getting down other spars, to prevent the ship from driving ashore. During the gale the ship took in a good deal of water at the bows, at the cabin window, at the after hatch, at the time we were getting the cables out. The first part of the gale we had four anchors ahead; parted two hemp cables and a hawser, lost three anchors, and broke the stock of the fourth.

The ship struck adrift during the gale, and went afoul of the brig Monarch, drove past the brig, and swinging under her stern, and pitching the bowsprit on the brig's stern, broke it off by our anchor's getting afoul of the Monarch's anchor; the ship was brought up and prevented from going ashore. In this gale there were from twelve to sixteen vessels entirely lost, and almost all the other vessels in the harbor more or less damaged. After the gale we landed the horses, and the damages the ship had sustained in the gale *was* partly repaired. We were between two and three weeks repairing damages, took on board three horses, and sailed for Callao, where we arrived, after a passage of about twelve days, on, as he thinks, the 3d day of July, 1823. At Callao, discharged part of the cargo; the sugar was found to be in a damaged state; how much damaged he does not know. His impressions are, that part of the sugar was damaged by water, and part of it had turned to molasses, and run out of the bags. There *was* more barrels of wine and barrels of brandy, which were found to be leaked partly out. The most of the pipes of wine on the ground tier, the hoops were rotten; one pipe had entirely leaked out, and others were partly leaked out. He assisted in filling the pipes of wine that had partly leaked out, from other pipes. There was lost in leakage, as near as he can recollect, four or five pipes. He assisted in filling the barrels of wine in the same way. Does not recollect how many empty barrels there were, after filling up. There were barrels, and parts of barrels, of brandy started into rum puncheons, and then taken on board of a British man-of-war. Does not recollect how many puncheons. He thinks that the above liquors were started after the arrival of the ship from Arica, at Callao. There were some boxes of Dutch cheese opened and cleaned; some of them were found rotten and thrown overboard; some of them were partly rotten; the rot [was] cut out, and the balance packed in two barrels. By Captain James's permission, the crew were allowed to eat what they could of them, they being unfit for sale. Nearly half of the cheese we overhauled *were* rotten, and thrown overboard.

We left Callao about December, 1823, to go to China, touching at three different ports on the coast of Peru; arrived at Whampoa, in China, in April, 1824. There the chief mate, Mr. Wheaton was discharged from the ship. The codfish that was taken on board at Gibraltar, in December, 1822, was on board the Mercury on her arrival at Whampoa, with the exception of a few quin-

tals, which were discharged at Valparaiso and Callao. The cod-fish which were in boxes, most of it, was in a putrid state. Captain James ordered him to throw it overboard, it being unfit for sale. After throwing over part of it, the Chinese picked up the best of it, by Captain James's permission. He exchanged part of it with the Chinese for spun yarn ratlin, seizening stuff, and carpenters' tools, for ship's use. That which was in bulk was but little better than that in the boxes, which was exchanged by Captain James with the Chinese, for vegetables and molasses for the ship's use; the balance in the boxes was thrown overboard. At Whampoa, we took on board, as cargo, boxes and bales of nankeen, boxes of silk, trunks of dry goods, settees, chairs, empty trunks, and many other articles. Left Whampoa in the month of June, 1824. About the middle of July we had a hurricane; after the ship broke two tillers, part of her sails blown away, the ship was thrown on her beam-ends, when the lower yards were in the water; the water running down the companion-way; the ship apparently sinking. For the safety of the ship and cargo, and of our lives, the lanyards of the fore-rigging *was* cut, and the fore-mast went by the board. The ship partly righted, and, a few hours after, the main-mast went by the board. By the force of the wind during this gale, all the sail we had bent was blown away, and all the spars were lost, excepting the bowsprit, mizen-mast, crotchet-yard, and spanker-gaft, and a few spare spars, which were on deck. Before the ship was thrown on her beam-ends, we made several attempts to go aloft to cut away the topmasts, but the wind was so high as to prevent it. After the ship righted, it took considerable time to pump her out. During the gale, the ship leaked so bad that it took two hands to the pump, most of the time. The gale lasted about three days. When we were rigging jury-masts and yards, after the gale, being in want of nails, we broke up porter boxes, and many of the bottles of porter in the boxes were found broke; all the boxes were overhauled, the broken bottles thrown away, and the whole bottles repacked. He thinks that one-half of the bottles of porter were broken.

After a passage of about one hundred and twenty days, we put into Monterey, to repair damages. After part repairing damages, we proceeded to Mazatlan, and arrived there some time in February, 1825. Here about one-half of the cargo was landed, and supposed it was sold, as a great deal of specie came on board. All the cargo was broken out, and many boxes of yellow nankeen, stowed on the ground tier, were found to be damaged. Thinks there were from thirty to forty boxes damaged and partly damaged; some of them were entirely rotten, and thrown overboard; other pieces were one-half, one-third, and one-quarter rotten; the rotten parts were torn off, and thrown overboard, and the strips dried and put in trunks and boxes; many pieces, mouldy, were dried; the mould brushed off, and repacked in trunks and boxes. Does not recollect any other part of the cargo damaged at this port.

From Mazatlan we sailed for Callao, he thinks, in April, 1825. On the passage the ship leaked badly, and the leak increasing, was compelled to keep two hands at the pump all the time. The ship being in danger of sinking, Captain Mathewson ordered her course to be changed for Guayaquil, where we arrived about June, 1825. As soon as a permit from the custom-house could be got, began to discharge cargo, as quick as possible, upon balsos or rafts. The cargo was taken to the custom-house, with the exception of one raft, which was taken to a store near where the ship was lying. This raft load consisted of boxes and trunks, of dry goods, barrels of salt provisions, hogsheads of bread, and many other articles he does not recollect. Witness does not know, except from information derived from Mr. Christianson, mate of the Mercury, in 1826, that the said store was broken open and articles stolen; he left Guayaquil for New York the day after the goods were landed. Witness says that brandy was taken for the ship's use, which was part of the cargo, but how much he does not recollect, but knows of two barrels which were used. There *was* likewise two barrels of wine broached in Valparaiso for cabin stores.

Cross examined. When he entered on board of the Mercury at Gibraltar, he signed articles under Captain James; Captain Mathewson was considered the supercargo of the ship. He does not know whether Captain Mathewson had the control of the ship's course at sea. He says that he supposes Captain Mathewson was the real and substantial commander of the ship, he having a general control of every thing while on board. He supposes that Captain James acted under the instructions of Captain Mathewson while the latter was absent from the ship, but he does not know the fact—Captain Mathewson never told him so. All the time the deponent was on board the Mercury he supposes Captain James and Captain Mathewson acted in the capacities he has mentioned. Deponent was told by Captain Burroughs, of the barque Richmond, that Captain James was dead. He says that George Wheaton, of Warren, Rhode Island, was first mate, and Mr. Roberts or Robinson, he does not know which, was second mate of the Mercury while she lay at Gibraltar; the second mate continued in that capacity until the ship arrived at Callao from Arica; he was discharged there in consequence of intemperate habits and quarreling with the crew, to the best of the deponent's knowledge. Deponent was put in his situation, and continued so until he left the ship at Guayaquil. Mr. Wheaton continued first mate until the ship arrived at Whampoa, where he was discharged; does not know, but believes at his own request. Christian H. Christianson was appointed first mate in the place of Wheaton. The ship lay about a month at Gibraltar after he came on board, during which time he acted as steward. It was about twelve or thirteen months that he acted before the mast, after he left Gibraltar until his arrival the second time at Callao. An Englishman by the name of John acted

as steward after the ship left Gibraltar, but was discharged from the cabin before the ship arrived at Whampoa, and a mulatto man taken in his place, who had entered before the mast at Payta. About twenty-one months elapsed from the time he left Calloa until his arrival at Guayaquil, during which time he acted as second mate. The mulatto man who acted as steward was discharged from the cabin at Whampoa, and a Chinese boy then acted as steward while the ship lay at Whampoa. Then two Chinese boys acted as steward until the arrival of the ship at Guayaquil. He is not able to state the amount or value of tobacco, flour, codfish, cheese, raisins, oil, spirits of turpentine, paint oil, wine, brandy, porter, and dry goods taken on board at Gibraltar, or the amount or value of any one of these articles; he is not able to state the amount or value of sugar, beeswax, and gin taken on board at Rio Janeiro, or the amount or value of either of them. From the time the Mercury took in her cargo at Gibraltar, when he first went on board, to the period when the cargo was discharged at Guayaquil, when witness left the vessel, about thirty-one or two months elapsed, as near as he can recollect. He does not recollect how often he was absent from the vessel during this time; he meant, when he stated in the former part of this deposition, that he was seldom absent from the ship except on ship's duty; he was never longer absent at one time than two days and two nights and part of a third, and he was absent thus long only on one occasion, and then on ship's duty; he was not employed alone in the hold, but with others, when any thing was to be done there, except when stowing away specie; was generally employed with others, whose names he does not recollect; during the voyage from Gibraltar to Valparaiso, touching at Rio Janeiro, there *was* several hard gales, but none to damage the vessel. No part of the cargo was broke at Rio Janeiro. He is not able to state how many hogsheads of tobacco, barrels of flour, quintals of codfish, jars of sweet oil, or boxes of dry goods landed at Valparaiso. He thinks it very probable that other articles were landed at Valparaiso, other than those enumerated, which he cannot recollect. He kept no account of the cargo taken in at Gibraltar and Rio Janeiro, or of that portion of it landed at Valparaiso.

The sugar found damaged at Valparaiso witness considered was injured by some of it being wet, and other parts dissolved, and run out of the bags; he is unable to state what portion was dissolved, and what portion was injured by getting wet. The cause he thinks why the sugar dissolved was the weight of the sugar above it. There *was* two or three jars of sweet oil found broken at Valparaiso. He cannot state the number of barrels of wine and brandy which were found in a leaky state at Valparaiso, but recollects one barrel of wine was nearly out. He cannot state the amount or value of wheat and jerked beef which was taken on board at Valparaiso. He does not know what proportion of the cargo taken in at Gibraltar and Rio Janeiro was landed at Valparaiso, but supposes not

one-half of the bulk; all the cargo was not overhauled or examined at Valparaiso; after the gale encountered in the harbor at Valparaiso, no examination of the cargo took place. He can form no estimate of the repairs done on the ship at Valparaiso, but it was done in the most economical way. Saw none of the bills for repairs. His reasons for believing that the repairs were done in the most economical way was, that a great deal of the old rigging was made to answer. He is unable to state the amount or value of the cargo on their arrival at Callao; the wheat and jerked beef he believes was on freight, belonging to the Peruvian Government. There was no examination of the cargo made, for the purpose of ascertaining damage done at Callao, on their arrival from Valparaiso. He believes that the sugar on board at Callao was damaged by the gale at Valparaiso harbor; he cannot state the amount sugar found damaged at Callao. The reason why the deponent was kept so much in [the] hold was, that he was appointed by the captain to stow away specie, unknown to the crew. There was no survey made of the cheese at Whampoa, to witness's knowledge, there being none on board; up to this time no public survey was made of any part of the cargo, to his knowledge. He cannot say how many quintals of codfish was discharged at Valparaiso, but suppose about forty. Captain Mathewson kept the accounts of the ship; he had no one to assist him on board the ship; cannot tell the quantity of silks and nankins and other dry goods taken on board at Whampoa; there are a number of articles taken on board as cargo here that he cannot recollect. He does not know what quantity of water was in the hold during the gale of the middle of July, 1824, or subsequent thereto. On their arrival at Monterey, where they put in to repair damages, no examination of the cargo was made by any person; the reason he presumes no examination was made was, because we were not in a situation to make one, the vessel being almost full of cargo, and no landing places, except going through the serf, and no warehouses to put the cargo in.

There is no practicable landing place at Monterey, and no way of getting the cargo at any house except carrying it on their backs, and no house nearer to any landing than a quarter of a mile. They staid about two months at Monterey to repair damages. Can form no estimate of the amount of damages paid for the repairs of the ship. They were about twenty-three days on the passage from Monterey to Mazatlan. Remained there about two months. A survey was had upon the damaged cargo before it was broken out. The surveyors were masters of vessels, but does not know their names. He believes from thirty to forty boxes of nankeens were found damaged. They were about seventy days on the passage from Mazatlan to Guayaquil. The ship leaked a little when they left Mazatlan, and the leak continued to increase. She also sprung another leak about a week or ten days after they left Mazatlan. They endeavored to stop the leaks. They were at this time about

ten or fifteen degrees of north latitude, and abont 100th degrees west longitude. He says there was a leak on both sides of the stern. The leaks extended from the water line to the bottom of the stern. There was another leak found on the starboard bow near the garbest streak. There was another aside of the sternpost. There were other leaks in the bow just below the water line. Does not recollect that the ship was sounded to ascertain the depth of water in the hold. When Captain Mathewson ordered the course of the ship to be changed to Guayaquil, they were in latitude about nine degrees south, and from one to two hundred miles from the coast of Peru. Their course was changed, when they were out sixty days from Mazatlan. They reached Guayaquil in about four or five days after they changed their course. There was a south-east trade wind blowing when they changed their course, which was right ahead for Callao. He says that about one-half of the cargo was landed at Mazatlan, and the balance at Guayaquil. He can form no correct estimate of the value of the balso load sent to the store house at Guayaquil. He cannot recollect any individual by the name of Don Pedro Fernandez. There was a man who came on board at Mazatlan, whose name he thinks was Don Pedro. Witness says he knows no one by the name of Don Pablo Haker. Witness was married in 1827. He lived with Captain Mathewson from the time he was twelve years of age until 1818 or 1819. Has had no commmunication, written or verbal, with Captain Mathewson, excepting the communication of the fact that he was sued, and a letter stating that he wished his testimony. He says that the letter he received from Captain Mathewson is not now abont him, but is on board of his vessel. (The plaintiff's counsel having demanded that the said letter be produced and appended to this deposition.) The commissioner decided that said letter must be produced. The counsel for the plaintiff objected that this recital should be put in the body of the deposition, but that the same should be put in the form of a certificate, and appended to the letter when produced, and the deponent produced the letter which is annexed to this deposition, marked A. He says that he is in the habit of receiving letters from Captain Mathewson, all of which he believes to have been destroyed, and he cannot recollect whether any part of them referred to this suit. He says that an open letter was addressed to Captain Mathewson's attorney in Rhode Island, to C. L. Henry, esq., acting in this case as the attorney of Captain Mathewson, which letter was sent under cover to deponent, and he believes he read part of it about a day and a half or two days before his examination. He is not interested directly or indirectly in the event of the suit. He has not the possession or control of the letter sent under cover to him to Mr. Henry.

Question by the defendant's counsel after the cross-examination had closed.—The nearest port that witness knows of from Mon-

terey, where the cargo could have been landed and housed in safety, was Guayaquil, the distance of from three to four thousand miles.

CYRUS B. MANCHESTER.

Sworn and subscribed to this 5th January, 1833.

ELIAS FORT,
Justice of the Inferior Court, Chatham county, Georgia.

Opened, Sept. 6, 1839, by consent of parties.

CHARLES F. TILLINGHAST,
One of the masters in chancery.

A.

PROVIDENCE, *the 23d December*, 1832.

Capt. CYRUS B. MANCHESTER.

DEAR SON: By this mail we send our interrogatories with a letter of introduction to a lawyer to assist you, which you will pay with other expenses, and charge the same to my account. They will also send on to cross examine you at the same time, and to entrap you, if they can, by your telling different at one time from the other. I, therefore, hope you have endeavored to recollect the particulars of the voyage as correctly as possible, as in our interrogatories we had requested you to state what particulars you can recollect. We have not been able to find your memorandum book, nor your journal from Canton to Mazatlan. The ship's log-book mentions that one pipe of wine was found to be leaked out at Valparaiso—one part out, and two or three barrels leaked partly out at Callao, in Novem. 1823. The log book mentions that the crew was employed two or three days in filling up the wine, and that four pipes was taken to fill up those pipes partly leaked out, but does not mention the number of barrels wine or brandy started to fill up with. It also speaks of the crew being employed in cleaning the cheese; as you probably attended to those things you will be able to recollect the circumstances. I believe the log-book mentions that 4 barrels of brandy and 4 barrels of wine *was* taken to fill up with, but this I am not sure of, and you will not state any thing positive, unless you know it to be a fact that you well recollect.

We were in hopes you would have returned to this place, and your wife was fixing every thing to perform the voyage with you. We are all in good health.

Your friend and father,
HENRY MATHEWSON.

Capt. James is dead.

Directed: Capt. CYRUS B. MANCHESTER,
Ship Rhode Island,
Savannah.

[Providence, R. I.]—100

Care of J. Stone, esqr.

Exceptions to master's first report.

And to the foregoing report were filed, at the November term, 1840, the following exceptions:

Circuit court of the United States in and for Rhode Island district, in chancery.

Between JOHN H. CLARK, administrator of Willard W. Wetmore, complainant, and HENRY MATHEWSON, CYRUS BUTLER, EDWARD CARRINGTON, and SAMUEL WETMORE, defendants.

Exceptions taken by the said Henry Mathewson, one of the said defendants, to the report of Charles F. Tillinghast, Richard K. Randolph, and John H. Ormsbee, esquires, masters, to whom said cause was referred, in pursuance of a decree of said court, made on the day of November, A. D. 18 .

(1)—1st exception. For that the said masters, in and by their said report, have certified that the said Willard W. Wetmore, the original complainant, was one of the copartnership firm of Edward Carrington & Company, and, as such, was interested in the voyages of the ship Mercury and the ship Superior; whereas the said masters ought to have certified, that he, the said Wetmore, had no interest in said voyages, or in the subject matter of this suit.

(2)—2d exception. For that the said masters have, in and by their said report, credited and allowed to the owners of the ship Mercury the sum of four thousand seven hundred fifty-four dollars and fifty cents, as profits on sales of goods—part of cargo of ship Nancy, purchased by said Mathewson and others, at Lima, in May, A. D. 1822; whereas said masters ought not to have credited and allowed the said sum to the said owners, but ought to have certified the same to belong to the said Mathewson, as and for his own individual profits and earnings.

(3)—3d exception. For that the said masters, in and by their said report, have not charged to the owners of said ship Mercury the sum of seventeen hundred dollars, or about that sum, remitted to them by said Mathewson, through the hands of one Edwin Jencks, resident at Valparaiso, which sum was the profits of an adventure in the brig Thetis, from Lima to Guayaquil, in April, A. D. 1822, undertaken and prosecuted by said Mathewson on his own individual and private account and risk; whereas the said masters ought to have charged the same sum to said owners, as and for a remittance made to them by said Mathewson.

(4)—4th exception. For that the said masters, in and by their said report, have credited and allowed to the said complainant the profits on the several voyages of the ship Mercury, prior to her sailing from Gibraltar, at or about December, A. D. 1822, and prior to

the time when said Willard W. Wetmore first had any interest in said ship Mercury, or in the contract for the employment of the said Henry Mathewson therein, if any he ever had; whereas the said masters ought to have credited and allowed to said complainant the profits of said voyages of the said ship Mercury, accruing before the said Willard W. Wetmore became legally interested in said ship or contract.

(5)—5th exception. For that the said masters, in and by their said report, have certified that they find a balance of $50,567 76 due from Captain Mathewson, at the close of the account of the voyage of the ship Mercury from Bremen to the port of Gibraltar, and that from this sum he had to repair his vessel at the expense of $1,905 06, thus leaving in his hands less by about the sum of thirteen hundred dollars than the amount agreed to be furnished as cargo for the new voyage; whereas said masters ought to have certified the sum so remaining in the hands of said Mathewson, at the close of the accounts of said voyages of said ship Mercury, to be the sum of $42,380 14, which is less by the sum of $7,619 86 than the amount agreed by said Cyrus Butler, Edward Carrington, and Samuel Wetmore, to be furnished to said Mathewson as the capital of his new voyage.

(6)—6th exception. For that the said masters, in and by their said report, have credited to the said Butler, E. Carrington & Company, and Mathewson, as owners of the ship Mercury, in her voyage from Gibraltar to Lima, and thus charged to said Mathewson the sum of thirteen hundred dollars, being profits made by said Mathewson on military clothing, purchased and shipped in the name of said Mathewson at Gibraltar, for and on account of one *Martisilz*, and landed and sold at Lima, for and on account of said Martinez; whereas said masters ought not to have credited or charged said sum as aforesaid, the said amount being in fact the individual property of said Martinez, and the said Mathewson being solely and individually responsible to said Martinez for the same.

(7)—7th exception. For that the said masters, in and by their said report, have credited to the copartnership concern, consisting of Cyrus Butler, Edward Carrington & Co., and Henry Mathewson, the profits which have been made upon the individual and sole capital of said Mathewson, when employed as master and supercargo of the ship Mercury in her voyages from Gibraltar, until she was finally disposed of at Guayaquil, and when employed as supercargo of the ship Superior, in her voyages from Lima to Manilla, Canton, and back to South America; whereas the said masters ought not to have credited said profits to said copartnership concern, because said profits were the individual property of said Mathewson.

(8)—8th exception. For that the said masters, in and by their said report, have credited to said concern, consisting of said Butler, E. Carrington & Co., and H. Mathewson, the profits of the voyage of the ship Superior from Lima to Manilla, Canton, and back to

South America; whereas said masters ought not to have so credited the same, because the charter of the ship Superior, by said Mathewson, was an act not authorized by the original agreement, and was not only never ratified by the other owners of the Mercury, but in fact was expressly disapproved by them.

(9)—9th exception. For that the said masters, in and by their said report, have credited to the owners of the ship Mercury, and so charged to said Mathewson, the sum of $362 60, as an amount received of Delias & Co., being a part of their commission returned by them to said Mathewson; whereas the said sum ought not to be so charged and credited, the same being in fact a present from said Delias & Co. to said Mathewson, and, as such, his private property.

(10)—10th exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson the charge made by him of 330 dollars, discount by him paid on the paper money of the Peruvian Government, received by said Mathewson in part payment for the Mercury's cargo of arms at Lima; whereas the said masters ought to have credited and allowed the same to the said Mathewson.

(11)—11th exception. For that the said masters, in and by their said report, have credited to the owners of the ship Mercury the sum of $247 34, being return duties per the Thetis at Guayaquil; whereas the said masters ought not to have credited the said sum to said owners, the adventure on which said duties were returned as aforesaid being the private adventure of said Mathewson, and upon his individual account and risk, as per exception number 2.

(12)—12th exception. For that the said masters, in and by their said report, have not credited and allowed to the said Mathewson the sum of seven hundred dollars, being the amount of his commissions for attending to the business of the ship Mercury in Europe, in A. D. 1820 and 1821; and the further sum of 1,250 dollars, being the amount of his wages as captain of said ship from the 18th of October, A. D. 1820, to the 18th of November, A. D. 1822, as due and payable to him, as and of the said 18th day of November, A. D. 1822, the said last mentioned date being the termination of the voyage in the prosecution of which said wages and commissions were earned; whereas the said masters ought to have credited said sums to said Mathewson, as and of the said 18th day of November, A. D. 1822, when said voyage terminated as aforesaid.

(13)—13th exception. For that the said masters, in and by their said report, have credited to the owners of the ship Mercury 150 dollars, for passage money received by said Mathewson from a passenger in said ship from Rio Janeiro to Gibraltar, the said ship then sailing under a charter party made to one Rudolpho; whereas the said masters ought to have credited to said owners the sum of fifty dollars only, the said last mentioned sum being a full allowance for the owners' provisions consumed by said passenger during said passage.

(14)—14th exception. For that the said masters, in and by their said report, have charged to Cyrus Butler, E. Carrington & Co., and said Mathewson, as copartners and owners of said ship Mercury, and so credited to said Mathewson, the sum of two thousand dollars cash, remitted by the Harriet, May 6, A. D. 1823—less expenses forty-two dollars and eighty-seven cents—net amount $1,958 13—as a remittance made by said Mathewson of funds then in his hands as one of the copartners and owners, as aforesaid; whereas the said masters ought to have credited said sum to said Mathewson in his private account with said Butler and E. Carrington & Co., the same having been by said Mathewson remitted to his wife as his own private property, and by her paid or loaned to the said Butler and E. Carrington & Co., on his, the said Mathewson's, individual and private account.

(15)—15th exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson the sum of forty-two dollars and eighty-seven cents, and the further sums of one hundred dollars export duty and three dollars for boxes, amounting in the whole to $147 97, as expenses incurred by said Mathewson on the remittance of the sum of 2,000 dollars by the Harriet, on the 6th day of May, A. D. 1823; whereas the said masters ought to have credited to the said Mathewson the said sum of $147 97, the same having been paid by him as aforesaid.

(16)—16th exception. For that the said masters, in and by their said report, have charged to the said Butler, E. Carrington & Co., and Mathewson, jointly, and credited to the said Mathewson the sum of $1,098 06, as their average made of the loss of specie by the blowing up of the steam brig Felica, in October, A. D. 1825; whereas the said masters ought to have charged and credited, as aforesaid, as the true average, a much larger sum, to wit, the sum of $3,861 69, or about the sum last mentioned.

(17)—17th exception. For that the said masters, in and by their said report, have credited to said Butler, E. Carrington, and Mathewson, jointly, and charged to said Mathewson, the sum of $4,332 41, as being profits made by said Mathewson, on goods shipped by him in the ship Mercury, at Canton, in his, the said Mathewson's name, in the spring of A. D. 1824; whereas the said masters ought not to have so credited and charged said sum, the sum being the private and individual property of said Mathewson, as per exception No. 7.

(18)—18th exception. For that the said masters, in and by their said report, have credited to the said Butler, E. Carrington & Co., and Mathewson, as joint owners of an adventure on board the ship Superior, and charged to said Mathewson the sum of 800 dollars, as being a sum received by said Mathewson in lieu of commissions on shipments made by Russell & Co., and others, at one-third profits; whereas the said masters ought not to have so credited and charged the same as aforesaid, the same being the private and in-

dividual earnings and property of the said Mathewson, but said masters ought to have credited, if any thing, to said Butler, E. Carrington & Co., and Mathewson, jointly, only the freight of said shipments from Canton to Peru.

(19)—19th exception. For that the said masters, in and by their said report, have credited to said Butler, E. Carrington & Co., and said Mathewson, as joint owners of the adventure on board the ship Superior, and charged to said Mathewson the sum of $19,896 81, as being profits made by said Mathewson, on a shipment made in his name, at Canton, on board said Superior; whereas the said masters ought not to have so credited and charged the same, said sum being the private and individual earnings and property of said Mathewson, but said masters ought to have credited to said Butler, E. Carrington & Co., and said Mathewson, jointly, and charged to said Mathewson, if any thing, only the freight of said adventure.

(20)—20th exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson, and charged to said Butler, E. Carrington & Co., and Mathewson, jointly, interest on the true balance due to said Mathewson from the owners of the ship Mercury at Gibraltar, Payta, Canton, and Lima; whereas the said masters ought to have credited and charged the interest on the true balances as aforesaid.

(21)—21st exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson, and charged to the owners of the ship Mercury, interest upon the true balance due to said Mathewson in Canton, after the loss of the ship Mercury, and the arrival at Canton of the proceeds of her sale and of her former voyage, in and by the ship Superior; whereas said masters ought to have so credited to said Mathewson, and charged to said owners, the interest on the true balance aforesaid.

(22)—22d exception. For that the said masters, in and by their said report, have charged to said Mathewson, and credited to the owners of the ship Mercury, interest on an erroneous balance struck by the said masters as due from said Mathewson, July 1st, A. D. 1827; whereas the said masters ought not to have charged interest on said balance, the said balance being wholly erroneous.

(23)—23d exception. For that the said masters, in and by their said report, have not credited to said Mathewson, and charged to the owners of the ship Mercury, the sum of $3,658 65, being the amount of said Mathewson's commissions on $73,371 83, the amount returned at Canton in March, A. D. 1826, from Lima in the ship Superior, being the avails of the ship Mercury and her cargo; whereas the said masters ought to have credited to said Mathewson and charged to said owners the said sum of $3,658 65, as of said March, A. D. 1826.

(24)—24th exception. For that the said masters, in and by their said report, have not credited to said Mathewson, and charged to he owners of the ship Mercury, the sum of $216 11, being the

(14)—14th exception. For that the said masters, in and by their said report, have charged to Cyrus Butler, E. Carrington & Co., and said Mathewson, as copartners and owners of said ship Mercury, and so credited to said Mathewson, the sum of two thousand dollars cash, remitted by the Harriet, May 6, A. D. 1823—less expenses forty-two dollars and eighty-seven cents—net amount $1,958 13—as a remittance made by said Mathewson of funds then in his hands as one of the copartners and owners, as aforesaid; whereas the said masters ought to have credited said sum to said Mathewson in his private account with said Butler and E. Carrington & Co., the same having been by said Mathewson remitted to his wife as his own private property, and by her paid or loaned to the said Butler and E. Carrington & Co., on his, the said Mathewson's, individual and private account.

(15)—15th exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson the sum of forty-two dollars and eighty-seven cents, and the further sums of one hundred dollars export duty and three dollars for boxes, amounting in the whole to $147 97, as expenses incurred by said Mathewson on the remittance of the sum of 2,000 dollars by the Harriet, on the 6th day of May, A. D. 1823; whereas the said masters ought to have credited to the said Mathewson the said sum of $147 97, the same having been paid by him as aforesaid.

(16)—16th exception. For that the said masters, in and by their said report, have charged to the said Butler, E. Carrington & Co., and Mathewson, jointly, and credited to the said Mathewson the sum of $1,098 06, as their average made of the loss of specie by the blowing up of the steam brig Felica, in October, A. D. 1825; whereas the said masters ought to have charged and credited, as aforesaid, as the true average, a much larger sum, to wit, the sum of $3,861 69, or about the sum last mentioned.

(17)—17th exception. For that the said masters, in and by their said report, have credited to said Butler, E. Carrington, and Mathewson, jointly, and charged to said Mathewson, the sum of $4,332 41, as being profits made by said Mathewson, on goods shipped by him in the ship Mercury, at Canton, in his, the said Mathewson's name, in the spring of A. D. 1824; whereas the said masters ought not to have so credited and charged said sum, the sum being the private and individual property of said Mathewson, as per exception No. 7.

(18)—18th exception. For that the said masters, in and by their said report, have credited to the said Butler, E. Carrington & Co., and Mathewson, as joint owners of an adventure on board the ship Superior, and charged to said Mathewson the sum of 800 dollars, as being a sum received by said Mathewson in lieu of commissions on shipments made by Russell & Co., and others, at one-third profits; whereas the said masters ought not to have so credited and charged the same as aforesaid, the same being the private and in-

dividual earnings and property of the said Mathewson, but said masters ought to have credited, if any thing, to said Butler, E. Carrington & Co., and Mathewson, jointly, only the freight of said shipments from Canton to Peru.

(19)—19th exception. For that the said masters, in and by their said report, have credited to said Butler, E. Carrington & Co., and said Mathewson, as joint owners of the adventure on board the ship Superior, and charged to said Mathewson the sum of $19,896 81, as being profits made by said Mathewson, on a shipment made in his name, at Canton, on board said Superior; whereas the said masters ought not to have so credited and charged the same, said sum being the private and individual earnings and property of said Mathewson, but said masters ought to have credited to said Butler, E. Carrington & Co., and said Mathewson, jointly, and charged to said Mathewson, if any thing, only the freight of said adventure.

(20)—20th exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson, and charged to said Butler, E. Carrington & Co., and Mathewson, jointly, interest on the true balance due to said Mathewson from the owners of the ship Mercury at Gibraltar, Payta, Canton, and Lima; whereas the said masters ought to have credited and charged the interest on the true balances as aforesaid.

(21)—21st exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson, and charged to the owners of the ship Mercury, interest upon the true balance due to said Mathewson in Canton, after the loss of the ship Mercury, and the arrival at Canton of the proceeds of her sale and of her former voyage, in and by the ship Superior; whereas said masters ought to have so credited to said Mathewson, and charged to said owners, the interest on the true balance aforesaid.

(22)—22d exception. For that the said masters, in and by their said report, have charged to said Mathewson, and credited to the owners of the ship Mercury, interest on an erroneous balance struck by the said masters as due from said Mathewson, July 1st, A. D. 1827; whereas the said masters ought not to have charged interest on said balance, the said balance being wholly erroneous.

(23)—23d exception. For that the said masters, in and by their said report, have not credited to said Mathewson, and charged to the owners of the ship Mercury, the sum of $3,658 65, being the amount of said Mathewson's commissions on $73,371 83, the amount returned at Canton in March, A. D. 1826, from Lima in the ship Superior, being the avails of the ship Mercury and her cargo; whereas the said masters ought to have credited to said Mathewson and charged to said owners the said sum of $3,658 65, as of said March, A. D. 1826.

(24)—24th exception. For that the said masters, in and by their said report, have not credited to said Mathewson, and charged to he owners of the ship Mercury, the sum of $216 11, being the

amount of said Mathewson's commissions on $4,322 50, which was remitted by said Mathewson, on account of said owners, to Thomas Dickerson & Co. in December, A. D. 1823, as part of the avails of the cargo of the ship Mercury; whereas the said masters ought to have so credited to said Mathewson and charged to said owners said sum of $216 11, as of said December, A. D. 1823.

(25)—25th [exception.] For that the said masters, in and by their said report, have not credited to said Mathewson, and charged to the owners of the ship Mercury, and of the adventure on board the ship Superior, the sum of $2,238 22, being a premium of three per cent. on $74,607 52, remitted by said Mathewson to said Butler, E. Carrington & Co. in gold, silver dollars, and bullion; whereas the said masters ought to have credited to said Mathewson and charged to said owners said sum of $2,238 22, being the true premium on said sum of $74,607 52, remitted by said Mathewson in manner aforesaid.

(26)—26th exception. For that the said masters, in and by their said report, have not credited and allowed to said Mathewson, and charged to said owners of the ship Mercury, the sum of five hundred and ninety dollars by said Mathewson paid at Bremen for a chronometer and sextant for the use of said ship; whereas the said masters ought to have so credited and allowed the said sum to said Mathewson, with interest thereon.

Wherefore the said Henry Mathewson excepts to the said masters' report, and appeals therefrom to the judgment of this honorable court.

SAM. Y. ATWELL,
THOS. F. CARPENTER,
Def'ts solicitors.

At the June term, A. D. 1841, the following order was made:

Interlocutory Decree.

CIRCUIT COURT OF U. STATES, *June term, A. D.* 1841.

RHODE ISLAND, *ss:*

In the original bill—

WILLARD W. WETMORE
vs.
HENRY MATHEWSON et als.

And in the bill of revivor—

JOHN H. CLARKE, administrator of Willard W. Wetmore, plaintiff,
against
HENRY MATHEWSON et al., defendants.

It is ordered that the above cause, and the masters' report therein, be referred back to the same masters, to re-examine, and review, and reconsider the same, with liberty to either party to introduce

any further evidence before the masters which will produce no delay in the hearing before the masters, and to report such evidence as either party may desire.

The masters' report to be made into the clerk's office on or before the 15th day of October next, and the exceptions of either party thereto to be filed in the clerk's office on or before the first day of November next. No evidence to be taken out of this district, except by the consent of both parties. The plaintiff to have leave to amend his bill; the defendant to file his answer to the amendment within twenty days from the time the amendment is made. The amendment and answer thereto not to cause any delay in the hearing before the masters.

June term, A. D. 1841, 3d day.—Entered as a decree of the court, by order thereof.

SAM'L W. PECKHAM,
Clerk pro tem.

Commission to masters to re-examine and review.

Upon the foregoing decree the following commission issued to the masters:

RHODE ISLAND DISTRICT, *sc:*

The President of the United States of America to Charles F. Tillinghast and John H. Ormsbee, esquires, of the city of [L. S.] Providence, and Richard K. Randolph, esquire, of Newport, all of the State of Rhode Island, &c., citizens of said State, greeting:

Whereas, at our circuit court for the first circuit within and for the Rhode Island district, holden at Newport on the fifteenth day of June, A. D. 1841, in the case in equity, wherein Willard W. Wetmore in the original bill was, and John H. Clarke in the bill of revivor is, the complainant, against Henry Mathewson and others, respondents, it was ordered that the said cause, and the masters' report therein, be referred back to you, the masters in the case, for the purposes set forth in the interlocutory decree; a copy of which, under the seal of said court, is hereto annexed, and to which you are hereby referred.

You are, therefore, hereby authorized and empowered, being first duly engaged to the faithful performance of the duties hereby reposed in you, on certain days, and at such places to be jointly by yourselves appointed for the purpose, to cite the parties before you and hear them touching the premises; and to do and perform all the duties which may devolve upon you by reason of your said appointment.

And you are moreover required to give all parties timely notice of your proceeding, and to cause the said complainant, and the said Henry Mathewson, one of the respondents, to be served, or see that the same have been served with a copy of said decretal order.

Hereof fail not, but your report make of your doings by virtue hereof to our said court as soon as may be.

Witness the Hon. Roger B. Taney, our chief justice, at Providence, this sixth day of July, A. D. 1841.

JOHN T. PITMAN, *Clerk.*

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE, CIRCUIT COURT,

At Providence, Sept. 6th, 1841.

Then personally appeared the within named Charles F. Tillinghast, John H. Ormsbee, and Richard K. Randolph, and severally made oath that they would faithfully and truly discharge the duties reposed in them by this commission, according to the best of their knowledge and understanding.

Before me, JOHN T. PITMAN, *Clerk.*

RHODE ISLAND DISTRICT, *sc:*

CIRCUIT COURT OF U. STATES, *June term, A. D.* 1841.

In the original bill—

WILLARD W. WETMORE
vs.
HENRY MATHEWSON, et als.

And in the bill of revivor—

JOHN H. CLARKE, administrator of Willard W. Wetmore, plaintiff,
against
HENRY MATHEWSON, et al., defendants.

It is ordered that the above cause, and the masters' report therein, be referred back to the same masters, to re-examine, and review, and reconsider the same, with liberty to either party to introduce any further evidence before the masters which will produce no delay in the hearing before the masters, and to report such evidence as either party may desire; the masters' report to be made into the clerk's office on or before the 15th day of October next, and the exceptions of either party thereto to be filed in the clerk's office on or before the first day of November next. No evidence to be taken out of this district, except by the consent of both parties: the plaintiff to have leave to amend his bill; the defendant to file his answer to the amendment within twenty days from the time the amendment is made. The amendment, and answer thereto, not to cause any delay in the hearing before the masters.

June term, A. D. 1841, 3d day.—Entered as a decree of the court, by order thereof.

SAM'L W. PECKHAM,
Clerk pro tem.

UNITED STATES OF AMERICA,
Rhode Island district, sc:

CLERK'S OFFICE, CIRCUIT COURT,
At Providence, July 6th, A. D. 1841.

I hereby certify that the above and foregoing page contains a true copy of an interlocutory decree passed at the June term of said court, A. D. 1841, in the within named cause, now of record in this office, and duly examined by me.

In testimony whereof, I have hereunto set the seal of said [L. S.] court, and my hand, on the day and year above written.

JOHN T. PITMAN, *Clerk.*

Second report of Masters.

And at the November term the following report was filed:

To the Circuit Court of the United States, to be holden at Providence within and for the Rhode Island district, on the fifteenth day of November, 1841.

The subscribers, masters in chancery in the case John H. Clarke vs. Henry Mathewson, respectfully report:

That, in pursuance of the decree of said court, passed at the last June session thereof, they having first been sworn to the faithful discharge of the duties of their appointment, gave notice to the parties of the time and place by them appointed for the hearing of said case, and having met at the United States court room on the sixth day of September, 1841, and thereafter by adjournment from time to time until the 21st day of September, they heard such further evidence as either party wished to introduce, and re-examined, reviewed, and reconsidered the said cause and their former report therein, and find a balance due to the complainant, John H. Clarke, as administrator of the estate of the said Willard W. Wetmore, from the said Henry Mathewson, of eight thousand five hundred and sixty-eight dollars and fifty-two cents, according to the account herewith presented, marked "Supplemental account."

They herewith report such portions of the evidence in said case as either party has requested; and as this last hearing and re-examination *was* principally confined to the matters embraced in the several exceptions of the respondent Mathewson to the former report, they will here follow the order of those exceptions.

1. The first exception relates to the copartnership between Willard W. Wetmore, the plaintiff's intestate, and E. Carrington & Co. The masters find that there was such a copartnership commencing on the first day of June, 1821. In their former report they referred to the evidence on this point; they will now add the certificate of Walter R. Danforth, late collector of the port of Providence, and the following copy from the books of E. Carrington & Co., new concern:

E. Carrington & Co.—old concern, CR.

1824, 7th Feb.	By ship Wm. Baker, as cash, July, 1821	– –	$7,000
	" Nancy, " June, 1821	– –	3,500
	" Trumbull, " Jan'y, 1823	– –	3,500
	" John Brown, " July, 1822	– –	3,612 50
	" Fame, " May, 1823	– –	1,500
	" Integrity, " June, 1821	– –	7,500
	" Mercury, at Gibr., Dec'r, 1822	– –	5,000
	" Lion, 1821	– –	14,500
	" General Hamilton, 1822	– –	2,300
	" George, 1821	– –	10,000
	" Panther, 1822	– –	22,000
			$80,412 50
	By adventure ship Mercury, voyage from Gibr. to Chili, $50,619 18—for one-half – – – –		$25,309 59

It appears by the ledger of E. C. & Co., new concern, that the old concern, up to 7th Feb. 1824, had turned in property to amount of $504,753 83, and that the new concern had paid for the old concern up to that day $203,181 57, leaving a balance of $301,572 $\frac{26}{100}$ property turned over by the old concern to the new concern.

2. The second exception was to the allowance by the masters of $4,754 50 to the owners of the ship Mercury, for the profits received by Captain Mathewson from his part of the purchase of the cargo of the brig Nancy. The masters have not altered this item in the former account, and here refer to the evidence on the subject.

Letter from H. Mathewson to E. Carrington & Co. and C. Butler, dated Jan'y 27, 1822—No. 23.

Letter same to same, No. 24, dated 10 Feb., 1822.
" " " " 25, " 9 March, "
" " " " 26, " 10 May, "
" " " " 27, " 30 August, "

Mathewson's first answer, page 5 and 6, and 45.

Do account at Lima in book No. 6, rendered by him to his co-owners on his return in June, 1827.

E. Lynch's deposition, answer to 4th direct interrogatory.

Do account with H. Mathewson in book A.

Exhibits No. 7, and No. 8, 9, 10, annexed to 1st answer.

Instructions from E. Carrington & Co. and C. Butler to H. Mathewson, dated Nov. 13, 1820.

Original contract, dated October 11, 1820.

3. The masters have refused to allow to Capt. Mathewson a credit for $1,700, claimed by him as profits on goods purchased by him in company with E. Lynch & Co. and Maskline Clarke, and shipped in the brig Thetis for Guayaquil, and consigned to the said Clarke for sale. The whole adventure with these goods, as with the cargo of the Nancy, was treated by Capt. Mathewson as

entered into by him in behalf of the owners of the ship Mercury, the investment being charged and the receipts from the sales credited to them.

The evidence on this point was the same above referred to on the 2d exception. No evidence was given, either of any express ratification or disclaimer by E. Carrington & Co., and Cyrus Butler, of the purchase of the Nancy's cargo, or of the goods purchased in company with E. Lynch & Co. and M. Clarke, and shipped in the brig Thetis. Part of the sales were paid to Captain Mathewson, and by him carried to Gibraltar with the money of the owners of the Mercury, and paid over to Hill and Blodget, and in part paid to E. Carrington & Co. and Cyrus Butler by Edwin Jenks, to whom part of the goods was consigned for sale.

4. The fourth exception applies to the allowance by the master of certain credits to the complainant arising from the voyage previous to November, 1822, when Captain Mathewson became part owner of the Mercury. No evidence on this subject is required to be reported. The masters gave their reasons for this allowance in their former report.

5. The fifth exception refers to the balance found by the masters to have been in the hands of Capt. Mathewson on the close of his account at Gibraltar, when his joint ownership commenced. They have made no change in the account formerly reported by them in this respect; but they will here correct a misstatement made by them in their former report, in which they say that from the balance of $50,672 13 retained by Captain Mathewson at Gibraltar, he had to repair his ship at an expense of $1,905 06, when it appears from the account reported by them that the expense had already been charged before the balance was ascertained.

No difference in the final balance reported by them was caused by this misstatement. Its correction however shows that Captain Mathewson retained as cargo for the ship on the joint adventure more than the $50,000 agreed to be furnished by E. Carrington & Co., and Cyrus Butler, instead of a less sum as stated in their former report.

They refer to Hill and Blodget's account marked "A," annexed to the account of defendant Mathewson, which was filed with the masters, August 13, 1832.

6. The money said to have been received from Martinez forms the subject of the sixth exception. They adhere to their former opinion, and report the following evidence on the subject:

First answer of Mathewson, page 10, 11, 2d do., page 2, 3.

E. Lynch's deposition, answer to direct interrogatories 1 to 12.

Patrickson's deposition, answer to direct interrogatories, 3d, 4th, 8th, and 15th.

Wheelwright's deposition, answer to direct interrogatories 3d to 19th.

Wm. S. Wetmore's deposition, answer to direct interrogatories 2, 6, and 7th, and 6th, 8th, and 3d cross interrogatory.

Thomas Pearce's answer to 3d cross interrogatory, and 2d direct interrogatory.

Edwin Bartlett's deposition, answer to 8th direct interrogatory.

Eben. Andrews.

7. Two of the masters have allowed to the owners of the Mercury the sum of $4,332 41 for the profits made by Captain Mathewson on shipments in the Mercury in his own name and for his own account, after he became a part owner of said ship and cargo. And also $19,150 62 for the profits for similar shipments in the ship Superior. They have not supposed that Captain Mathewson was on the first voyage to Lima so far bound to give his whole time and attention to the business of his employers, as to forfeit to them all the proceeds of his private business, and have, therefore, disallowed all claims made by the complainant for such proceeds prior to the time of Captain Mathewson's becoming part owner of the ship Mercury and cargo, but after that they have considered his private trading as inconsistent with his duty as partner, and credited the profits to the joint concern, allowing him twelve per cent. interest on his capital employed. These shipments, and the profits upon them, are shown by the 2d answer of Mathewson, page 3, 4, 6, 7.

Exhibit No. 68, annexed to 1st answer.

Account sales annexed to 2d answer, and his contract as master and part owner, appears in the contract between him and E. Carrington & Co. and Cyrus Butler, dated October 11, 1820.

In the former report, two of the masters concurred in charging these profits to Captain Mathewson, upon the general principles of law governing the relation of principal and agent, as well as upon the peculiar provisions of the contract in this case; but in their report they remarked, that "they were more assured of the correctness of the application of these principles to this case, when they learnt from the evidence, that on one occasion, a portion of the respective goods shipped on separate and on joint account was not distinguished until after an account of sales had been rendered, and when the goods claimed as separate property had been sold at a greater profit than the rest of the cargo."

Upon the rehearing, and after a more full examination of the accounts and papers, the same masters are pleased to have it in their power to retract the censure cast by them upon Capt. Mathewson in the paragraph above quoted. They are now satisfied that he made full invoices of the joint and of the separate property before the sales, and that he did not endeavor to benefit himself by any delay in distinguishing the goods which he claimed to have been shipped for his own account and benefit; at the same time they remain of the opinion that the profits upon these shipments in Mathewson's name should be credited to the owners of the Mercury.

8. The eighth exception is to the allowance of the profits of Mathewson's shipments in his own name in the Superior. If the employment of the funds belonging to the owners of the Mercury was not authorized by the original contract, the masters are of opinion

that the conduct of both parties, in relation to the charter of the Superior, and to the business transacted in that vessel, amount to a mutual assent to the extension of the contract so as to embrace that vessel, and thus bring these profits within the principles governing them in the allowance of those made on similar investments in the Mercury.

No evidence was offered showing that Mathewson, before his return to this country, knew that Willard W. Wetmore was a partner in the firm of E. Carrington & Co. His letters were directed to E. Carrington & Co. and Cyrus Butler.

There was no evidence showing that Capt. Mathewson ever admitted Willard W. Wetmore as a partner with Edward Carrington & Co. and himself, or assented to such admission by E. Carrington & Co., or assented to the assignment to him, the said Wetmore, by E. Carrington & Co., of any portion of his, the said Mathewson's, contract with them.

The evidence on this subject is contained in John Cryder's deposition and account sales attached.

Edwin Bartlett's do., and account sales of Alsop, Wetmore & Co. attached.

Mathewson's 1st answer, pages 47 to 51.

Do 2d do 6 and 7.

Account sales Alsop, Wetmore & Co., annexed to 2d answer.

Mathewson's account of daily sales at Mazatlan, book A, page 64.

Mathewson's letters to E. Carrington & Co. and Cyrus Butler, dated Aug. 16, 1825, Nov. 10, 1825, Nov. 16, 1825, Nov. 27, 1826, Dec. 21, 1826, Jan. 16, 1827, May 27, 1827.

Charter party of ship Superior.

Mathewson's accouut of shipments by the Superior, rendered to E. Carrington & Co. and Cyrus Butler on his return to Providence in 1827, book No. 6.

Letter of E. Carrington & Co. and Cyrus Butler to Capt. Mathewson, dated July 10, 1826.

Letter of same to Capt. Andrews, of same date.

Letter of same to Alsop, Wetmore & Co., dated July 25, 1826.

Power of attorney from same to same.

William S. Wetmore's deposition—answer to 28th direct interrogatory.

Henry C. Mathewson's deposition.

Letter of Edward Carrington & Co. to Mrs. Mathewson, annexed to the deposition of Henry C. Mathewson.

9. The masters have credited the owners of the Mercury with $362 50, being the commissions returned by Delius at Bremen.

The evidence on this point was—

Mathewson's first answer, page 4.

Account current of F. & E. Delius, March 20, 1821.

10. Captain Mathewson charges $330 for that sum paid for discount on $3,000 received from Government of Peru for arms. The disallowance of this charge is the subject of the 10th exception.

Evidence—

E. Lynch's deposition, answer to 3d direct interrogatory.

Do do do 1st cross do.

E. Lynch & Co.'s account, book A.

Ebenezer Andrews' deposition.

Mathewson's 1st answer, page ; 2d do., page .

Exhibits 4, 5, 6, 13, 14, 15, annexed to 1st answer; and also "A 4," and account current 6.

13. On the passage from Lima to Gibraltar in 1822, Captain Mathewson received from a passenger the sum of $150 for his passage money: he did not pay it to Rodolph, the charterer of the ship, and he credited to the owners of the ship $50 only—being what he supposed would be a fair proportion for the consumption of their provisions. The masters have charged to Capt. Mathewson the remaining $100.

Evidence—

Mathewson's account rendered to owners on his return, 1827.

Do 1st answer, page 12.

16. Capt. Mathewson charges to the owners of the Mercury the sum of $3,861 69 for their proportion of the loss by the explosion of the steam brig Tolica, and the disallowance of part of this sum by the masters occasioned the 16th exception. In the account now presented by them, they have disallowed the whole charge.

On account of the certificate of Captain Proudfoot having been lost, the masters deem it proper to state that they find the fact to have been, that Mathewson had the money on board the steam brig, and actually lost the sum claimed by him to have been lost; and the reason why they disallow the whole charge is, that they have no evidence showing it to have been the money belonging to the owners of the Mercury, but, on the contrary, they find that a sum of money equal to all the nett proceeds of the sales of the ship Mercury and cargo, including her hull, rigging, stores, &c., was shipped at Lima in the ship Superior for Canton.

The evidence affecting this part of the cause consists of Mathewson's account sales at Monterey, Mazatlan, Guayaquil, and Lima—see book D, pages 1, 2, 3, &c., 6, 16, 17, 9, 10, 24; his exhibit 46 to 64 inclusive, annexed to answer; his account of silver, &c., shipped at Mazatlan on board Mercury, in March, 1825; his account current at Lima in 1825, in book 6—1st answer, pages 29, 30, 31; 2d do., pages 3 and 6. Certificate of Captain Proudfoot, of shipment of doubloons on board of steam brig Telica. (This paper has been mislaid since the first hearing before the masters; the contents appear in deposition of E. Bartlett, in answer to 7th cross interrogatory.) Bartlett & Swett's account sales. Edwin Bartlett's deposition and accounts annexed. Schedules Nos. 50 to

71 inclusive, annexed to 1st answer. Schedule C, and Nos. 98, 99, 100, 101, annexed to 1st answer. H. Mathewson's letter, Nos. 60, 61.

(After this report was drawn and signed, but before it was filed in court, the above mentioned certificate of Captain Proudfoot was found among the papers.)

The proceeds of the sales of the Mercury and her cargo, and of the property shipped on freight, were received by Captain Mathewson, and shipped on board the Superior in his own name.

18. Exception is made to the allowance of $800 by the masters, to the owners of the ship Mercury, being the sum received by Captain Mathewson as $\frac{1}{3}$ of the profits on the shipment of goods in the Superior by Perkins & Co., Samuel Russell, Thomas T. Forbes, and Charles R. Talbot. These profits, having been allowed him for his personal attention to the sales of said goods, stand upon the same ground as the other transactions in the ship Superior, and should be credited to the owners of the Mercury, if any portion of the profits by the Superior is to be so credited.

Evidence—Mathewson's 2d answer, page 5.

The remaining exceptions are either embraced in some of those above noticed, or were expressly waived by the counsel at the hearing before the masters.

The masters were requested by the complainants to report all the evidence of Captain Mathewson's trading on his own account, without the knowledge of E. Carrington & Co. and Cyrus Butler; and also to recite the several private adventures of Captain Mathewson during his voyages in the Mercury and Superior. These private tradings are as follows:

In the first voyage from Bremen to Lima, he carried a quantity of clothing, a box of swords, and the money paid him by F. & E. Delius, on his own account.

1st answer, page 4; 2d answer, page 1.

During his detention at Lima in 1821 and 1822, he united with E. Lynch & Co., and others, in the purchase of a large quantity of flour on his own account.

2d answer, page 2; 1st do., pages 9, 10.

E. Lynch's deposition, 5th direct interrogatory.

Do. do. 3rd cross do.

On his voyage from Lima to Gibraltar, he was engaged in sundry services in relation to the care of the money of the passengers, and in an adventure with the mates of the ship in sugar and coffee, on his private account. 2d answer, page 2.

From Gibraltar to Rio de Janeiro, and thence to Valparaiso, he was concerned in an adventure in goods and money, partly on his own account and partly in company with Benjamin James; and from Rio de Janeiro to Valparaiso he took on board an additional adventure, on his own account. 1st answer, pages 13, 14.

From Lima to Canton, in 1824, he had on board the Mercury money and merchandise of his own; and at Canton he purchased

goods to the amount of $7,535 in his own name, and took them on board the Mercury for sale on his private account, at the several ports on the west coast of America. 2d answer, pages 3, 4.

From Lima to Canton, in 1825, he carried a large sum in specie in the ship Superior, on his private account, which he invested in goods in Canton and shipped by the Superior, and sold on his private account at Lima in 1826. 1st answer, page 31; 2d answer, pages 6, 7.

Other instances of small adventures and tradings on his private account appear in the answers, exhibits, and evidence in the case, but the preceding are the most important.

It does not appear, from the accounts and letters of Captain Mathewson, or from other evidence in the case, that any information of these tradings on his private account was given to E. Carrington & Co. and Cyrus Butler, until the filing of the answer in this case, except that he forwarded from Canton, in June, 1826, a freight list of the ship Mercury at Guayaquil, June, 1825, by which it appears that he had three tons of goods on board on his own account. This was after the charter of the Superior, and could not have been received until after the arrival of the Superior at Lima, in October, 1826.

The masters were requested to report, that the delay of Captain Mathewson to forward his accounts and papers to the owners of the Mercury, on several occasions, *were* evidence of bad faith on his part—particularly the delay in sending the account of sales of the cargo carried from Gibraltar in 1823, and his transactions previous to leaving South America in January, 1824, of which no accounts were sent until after his arrival in Canton, in April, 1824; and the delay in sending the accounts and papers of his transactions in the Mercury, on her voyage from Canton to the west coast of America in 1825, which were not sent until the Superior arrived in Canton in March, 1826.

The masters believe the above to be the facts in relation to the transmission of the accounts above named, but they do not think that Captain Mathewson wilfully withheld, or delayed, any information that concerned what he deemed the joint adventure, nor that the charge of acting in bad faith can be inferred from his delay in forwarding accounts. See book A, pages 64, 69.

On this point, the defendant Mathewson wishes his letters in evidence in the case to be reported, particularly the letters numbered 17, 18, 19, 21, 23, 24, 27, 28, 30, 31, 33, 34, 35, 47, 48, 50, 52, 53, 55, 56, 58, 59, 61, 63, 64, 66, 68, 70, 71, 72, and those dated 11th Dec., 1822, 28th Dec., 1822, and 26th Oct., 1826.

The masters were requested to report the fact, that Capt. Mathewson concealed his private trading from the owners of the Mercury, and to state the manner in which he disclosed the trading in his two answers.

They have before stated the fact, that he did not disclose the whole of his private trading; and in relation to the answers, it is

apparent that in his first answer he did not think himself bound to disclose the extent of his trading, and that it was only, until required by the decree of the district judge, upon the exceptions to the answer, that he did disclose the property carried by him in his state-room and in his private trunk. His counsel state, that this withholding of information in the first answer was done under the advice of his counsel, upon the ground that he was under no obligation to answer as to his private business, or to disclose the contents of his trunk, carried in his private state-room.

The two answers, the bill of exception and the decree thereon, are all the evidence on the subject.

They were also requested to report the amount of money realized by Captain Mathewson on his voyages in the Mercury and Superior.

By his 2d answer, pages 7, 8, and 9, the amount remitted to Providence, or brought home by him, is stated at fifty-five thousand one hundred dollars—$55,100. This sum, however, includes the several sums stated to have been received on loan, amounting to $12,500, and the $2,700 delivered him by Martinez for investment in merchandise; no part of which sums appear to have been repaid.

They were also requested to report, that pursuant to an order of the master, on the 14th July, 1822, all the parties, plaintiff and defendants, produced all the papers in their possession relating to the subject matter of this suit. The several affidavits of E. Carrington, Samuel Wetmore, Willard W. Wetmore, and Cyrus Butler, that they have produced all books and papers in their possession, dated July 19, 1832, are on file in the case.

They are also requested to report the statement of the general average upon the ship Mercury, cargo and freight, at Monterey, a copy of which is in schedule 69, annexed to the answer.

In this average, Captain Mathewson charges himself as liable to contribute for his own property on board, valued at $3,600; besides this, he had about $4,000 in value in his private trunks in his state room, as his own property, and on which he made no contribution.

The masters have charged him with his proportion, estimating his property at $7,535, thus including the property in his trunks.

It was contended by the complainant, that the testimony of Thomas Patrickson, Estanislaus Lynch, William Wheelwright, Charles Bispham, Edwin Bartlett, William S. Wetmore, and John Cryder, and Thomas Pearce, so conflicted with the answers of the respondent Mathewson, as entirely to discredit the answers, and, at the request of the complainant, they herewith report these depositions of those witnesses, particularly referring to those portions which relate to the rates of interest in Chili, to the means of information which the witnesses state themselves to have possessed, and to their ignorance of any persons of such names as those of whom Capt. Mathewson says he borrowed money or received money for investment.

The respondent Mathewson refers, on this subject, to the depositions of Thomas Pearce and Ebenezer Andrews, and, at his request, the said depositions are reported.

They were also requested to report, that with the exception of a loan of $ from , in Canton, and of $ from Cyrus B. Manchester, which have been repaid, it does not appear that any of the other sums, said by Captain Mathewson to have been borrowed by him, have ever been repaid, or that any demand has ever been made of Captain Mathewson for its repayment, or any correspondence had in relation to the same; and the same remarks will apply to the sum of money received of Martinez for investment in merchandise.

The counsel for the respondent Mathewson having filed certain interrogatories, upon which they request the masters to report, they hereto annex them, with the answers. On the question whether the copartners in this case are entitled to participate, according to their respective interests, in the copartnership concerns, in the profits of Mathewson's individual property, the defendant's counsel request the masters to report:

1st. Whether in any, and if so, in what instance, Mathewson *actually* employed his individual property to the prejudice of the general concern of the copartnership?

Answer 1st. Two of the masters think that the purchase of goods in Canton by Mathewson, with his individual property, and the carrying them on his private account in the ships Mercury and Superior, and selling them in the same markets with the cargo of those ships belonging to the joint concern, and, in the case of the Superior's cargo, at a profit greater than was realized for the joint property, were instances in which Mathewson actually employed his individual property to the prejudice of the general concern of the copartnership. (See evidence referred to in answer 9.)

2d. Whether he was not bound by his contract, his letter of instructions, and, consequently, his duty to his copartners, to take any freight which might be offered towards filling his ship? And the evidence to this effect.

Answer 2d. He was not bound to take any freight that might be offered—he might use his discretion in the reception or rejection of goods, as he might deem it to be most for the joint interest. The contract and letters of instruction are all the evidence on this point.

3d. Whether he did not, during his voyages in the Mercury, take freight of divers persons, and at every port, (and at what ports?) where freight was offered; and whether he did not transmit to his copartners, as often as practicable, his account thereof; and whether any complaint of his so doing was ever made by his copartners?

Answer 3d. During the voyages of the Mercury, Capt. Mathewson received goods of various persons, to be conveyed on freight, at various ports, and, for ought that appears to the contrary, at every port where goods on freight were offered. No complaint appears

to have been made by the joint owners of any delay in forwarding his accounts, or of his having taken goods on freight. The freight received by him was credited to the owners of the ship Mercury.

4th. Whether he might not, with perfect propriety, have taken on freight from strangers, on any of his voyages, (his ship not being full,) goods of a kind similar to the copartnership goods on board, and to be transported to the same market?

Answer 4th. He might with propriety have taken on board goods on freight, similar to those on board belonging to his copartners, unless he thought the sale of the joint property would be injured thereby, and then it would have been his duty to have refused to have received them on board.

5th. Whether Mathewson ever did place on board said ship Mercury or Superior any of his own individual goods, to the exclusion of the goods of the copartners?

Answer 5th. There is no evidence that any goods of the copartners were excluded from the Mercury or Superior, on account of the private goods of Mathewson occupying all the room.

6th. Whether, during said voyages, either of said ships was ever so full, after investing in cargo all the copartnership funds, that she could not receive goods on freight?

Answer 6th. There is no evidence that the copartnership funds ever filled the ship Mercury or Superior. Captain Andrews, in his deposition, says, that the capital employed would not fill the ship Mercury or Superior, if invested in the usual merchandise.

7th. Whether he could, at any time, have profitably invested the copartnership funds in goods of a bulk sufficient to have filled entirely, or more than two-thirds?

Answer 7th. The masters have no evidence on this subject, except the deposition of Capt. Andrews, from which they infer that he could not.

8th. Whether Mathewson's goods did actually glut any market so as to effect unfavorably the sale of the copartners' goods?

Answer 8th. The masters have no evidence on this subject.

9th. Whether Mathewson ever did seek a better market for his own goods than for the copartnership goods?

Answer 9th. The masters have no evidence that he did not seek the best market for the joint property. The sales of his goods appear to have been made in the same manner, either by himself or by the same commission merchants, as were the sales of goods of the joint concern; but his goods by the Superior were sold at a higher profit than the goods of the joint concern.

Evidence: Defendant's first answer, page . Defendant's second answer, page . Edwin Bartlett's deposition, and Alsop and Wetmore's account sales annexed to said deposition. John Cryder's deposition and account sales attached to it.

As there were no invoices of the property shipped by Captain Mathewson on board of the Mercury, on his own private account,

we have no means of ascertaining the amount of profits, other than from his answers, showing the amount invested and the proceeds of sales.

10th. Whether Mathewson had, at any time, on board the Mercury, an amount of goods of greater value than his share in the copartnership concern, and whether the amount of his private goods was at any time so much greater in value than his interest or share in the copartnership goods, as necessarily to afford any temptation to give a preference in sales, or in any manner to his individual goods?

Answer 10th. In the voyage from Canton in the Mercury, in June, 1824, Mathewson had on board, on his own account, an amount of goods of greater value than his share in the copartnership concern. The masters cannot compute how much the value should have exceeded his share in the copartnership funds, as *necessarily* to have afforded any temptation to Capt. Mathewson to give a preference in sales or otherwise to his individual goods.

11th. Whether Mathewson ever did neglect, in any manner, the copartnership interest by reason of his own private adventures?

Answer 11th. The masters have no evidence that he did.

12th. Whether Mathewson did not, from time to time, during said voyages, advise his owners and copartners of the state of their concerns by letter and accounts; and whether he did not do so, from ought that appears, as often as was necessary or proper?

Answer 12th. We believe he did give proper information of the company business, but he gave no notice of the fact of his private trading.

We claim that Mathewson is entitled, as against Wetmore, to full factor's commissions, together with his wages as supercargo of the Mercury, from the time she sailed from Gibraltar to the final sale of her hull and effects, together with all incidental expenses of travelling, &c., and is entitled to the same as regards the whole adventure of the Superior. This we distinctly and fully claim.

In relation to the claim for full factor's commissions, wages as supercargo, and incidental expenses, the masters are of opinion, that whether Wetmore be considered as a partner, or as assignee of a part of the contract made with E. Carrington & Co., the defendant, Mathewson, must account with him in the same manner as he would have to account with E. Carrington & Co.

The masters herewith return an account, marked "supplemental account," which exhibits all the alterations made by them in the account formerly reported, and which, with their former report and account, present their views upon the matters referred to them.

All which is respectfully submitted.

CHARLES F. TILLINGHAST,
RICHARD K. RANDOLPH,
JOHN H. ORMSBEE.

Further answer.

Further answer of H. Mathewson to amended bill of W. W. Wetmore.

Circuit court of the United States of America, holden in and for Rhode Island district—in equity.

The further answer of Henry Mathewson, one of the defendants to the bill of complaint of Willard W. Wetmore against said Mathewson and others, now presented by John H. Clarke, administrator of said Wetmore, to the amended bill of complaint.

This defendant, reserving to himself, as in and by his former answer he hath saved and reserved for further answer to said amended bill of complaint, answering saith: that, at no time before the exhibition of the complainant's original bill of complaint against him, did this defendant know, hear, understand, or believe that said Willard W. Wetmore was or ever had been a copartner in the said firm of Edward Carrington and company, or ever was in any manner a joint owner of said ship Mercury and her cargo, or in any other manner interested therein. And this defendant further answering, says, that neither the said Willard W. Wetmore, nor any other person claiming to act in his behalf, did, at any time before the exhibition and filing in the clerk's office of said original bill of complaint, ask, claim, or demand of this defendant any account of the voyages of the said ship Mercury, the said ship Superior, or the adventures on board the same, or of any matter or thing set forth or alleged in the said original or amended bill of complaint. And this defendant denies that said Willard W. Wetmore ever was a copartner with him, this defendant, in the concerns of the ships Mercury and Superior, or either of them. And this defendant avers that said Willard W. Wetmore never was by him, this defendant, in any manner admitted as a copartner with this defendant in said ships and adventures; and this defendant denies that said Willard W. Wetmore ever was, before the filing an exhibition of said bill of complaint, assignee or joint owner of any part of said ships, their cargoes, and the adventures on board the same.

HENRY MATHEWSON.

Sept. 9, 1841.

RHODE ISLAND DISTRICT, *sc*:

CLERK'S OFFICE, CIRCUIT COURT, AT PROVIDENCE,
Sept. 9, 1841.

Then personally appeared Henry Mathewson, subscriber to the foregoing answer, and made oath that the facts and statements therein contained were correct and true according to the best of his knowledge and belief.

Before me, JOHN T. PITMAN, *Clerk.*

25c. pd. by H. M.

Supplemental account referred to in the aforegoing master's report.

Supplemental account.

Edward Carrington & Co., Cyrus Butler and Henry Mathewson, owners of the ship Mercury and cargo, in account with Henry Mathewson.

Dr.		
For this sum, being for error in computation of interest on the 9th sheet of accounts before reported, on the last item of the credit side, which should have been $691 28 - - -		$200 00
For my commissions at 5 per cent. on the several items of profits credited to you, viz:		
$19,260 44		
4,333 41		
800		
1,300		
25,693 85 =	1,284 69	
Deducting the sums already charged	1,273 68	
		11 01
		211 01
Balance due owners of Mercury - - -		30,260 84
		$30,471 85
Cr.		
By this sum charged you on sheets No. 7 of the accounts formerly reported by the masters for the loss by steam brig Tellica, and now on consideration credited to you - - - -		$1,098 06
By this sum, being the difference in interest allowed to Captain Mathewson for the use of his capital in the estimation of the profits of his adventure by the Superior, caused by the above credit -		54 91
By this sum, being for correction of error in the computation of the commission of 5 per cent. on $25,473 76 on sheet No. 10.		
Allowed - - - -	$1,291 90	
Should have been - - -	1,273 68	
		18 22
Balance from sheet No. 10 of former account -		29,300 66
		$30,471 85

Henry Mathewson in account with E. Carrington & Co. and Cyrus Butler.

Dr.		
For $\frac{9}{16}$ of above balance, being the proportion belonging to us		$27,234 76
For the several charges on debit side of former account on sheet No. 11		12,057 65
		$39,292 41
Cr.		
By the several charges on credit side of sheet No. 11 of former account		$2,484 73
By balance due E. Carrington & Co. and Cyrus Butler		36,807 68
		$39,292 41
For balance as above	$36,807 68	
For int. from 1st July, 1827, to 15th Nov. 1841, 14 years, 4 months, and 14 days	31,740 48	
		$68,548 16

C. Butler $\frac{1}{2}$	$34,274 08
E. Carrington & Co. $\frac{3}{16}$	12,852 78
S. Wetmore $\frac{3}{16}$	12,852 78
J. H. Clarke $\frac{2}{16}$	8,568 52
	$68,548 16

The above is the account referred to in the report filed at Nov. term, 1841.

CHARLES F. TILLINGHAST,
RICHARD K. RANDOLPH.

Certificate of Walter R. Danforth, collector of Providence.

COLLECTOR'S OFFICE, *District of Providence*, *October* 16, 1839.

I certify that the following vessels were registered in this office in the names of Edward Carrington, Samuel Wetmore, and Willard W. Wetmore, of Providence, as owners:

Ship William Baker, May 8, 1821,
Schooner Essex, May 21, 1821,

Ship George, July 12, 1821,
Ship Nancy, December 10, 1821,
Ship Lion, December 10, 1821,
Ship Panther, April 27, 1822,
Ship General Hamilton, November 14, 1822,
Ship Providence, December 9, 1822,
Ship Franklin, May 23, 1823.

I also certify that the ship John Brown was registered in this office, July 20, 1822, in the names of Cyrus Butler, Edward Carrington, Samuel Wetmore, and Willard W. Wetmore, of Providence, as owners.

I further certify that the brig Savannah was registered in this office, May 15th, 1823, in the names of Edward Carrington, Samuel Wetmore, Willard W. Wetmore, and Hartford Tingley, of Providence, as owners.

Witness my hand and seal of office.

W. R. DANFORTH, [L. S.] *Coll.*

No. 17.

Ship Mercury, at sea, the 16th May, 1821.—*Latitude* 2° 30 *north, longitude* 24 *west.*

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER, esq.

GENTLEMEN: As I was quite unwell when I left Bremen, by fatigue and anxiety of mind, I was not able to send you my accounts so correct as I should wished to have done at that time. I have, since leaving the Weaser, drawn them off, and now enclose you bill of disbursements; Captain James' bill of sundry expenses at the Helder, and account current; the invoices Messrs. F. & C. Delius' *promist* to send you by different conveyances, boxes N. 2 & 3 pint tumblers; N. 22, 23, 24, 25, four boxes of half pint tumblers were for the mates, and the cost of those, you will observe by my account, are subtracted from Delius' invoice of glass ware; one hundred cases of the gin was intended for the mates, but as they wished to have only 80 cases, 520 cases remain for the ship's account; invoices of which I sent you from Bremen.

I gave Messrs. D. Crommellin & Son, February the 23d, 1821, a receipt for twenty-four hundred and fifty guilders; 2,412 guilders of this sum they sent to Captain James at the Helder, and took his receipt for the same as being received from them. I cannot think they will charge this again to the ship's account, having previously had my receipt for the same money. We have had light winds most of the time since we left the Weaser, and how the ship will be in bad weather I cannot say, but am afraid that we shall have to employ ourselves at the pumps most of the time, as she makes from 110 to 140 strokes water per hour, whenever a press of sail

is on her; her bends are very rotten, and ought to have been taken out; her standing rigging is not fit to trust the masts to in bad weather; we shall therefore be obliged to take the ends of our stream cable to support the masts in doubling the Cape; her running rigging has nearly all been rove new since she left Providence; her blocks are the most miserable that I ever saw on board of a ship, and I am fearful that you have been much deceived in the purchase of this vessel. I will, however, assure you, that every thing in my power shall be done to keep her in good order with as little expense as possible, and hope you will never hear of her lying in port again half the time that she lay in *in* Holland; still I am in hopes that you are satisfied that this detention was not occasioned by any neglect on my part.

I hope and expect that you will supply my wife with what money she may stand in need of, for the support of her family, during my absence on this voyage.

Your obedient servant,
HENRY MATHEWSON.

No. 18.

Triplicate.

LIMA, *the* 16*th October*, 1821.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER, esq.

GENTLEMEN: We arrived at this place on the 26th ult., after a passage of eight days, where we found every thing in a confused state, the port of Callao having been surrendered to the patriots three days previous to our arrival; there was neither laws nor regulations in the country.

On the 1st instant San Martin agreed to receive the arms according to the contract, and on the 8th we had them all landed, when 1,500 stand of them was immediately shipped for Guayaquil; from the manoeuvring of the general in respect to this contract, I believe him to be a shuffling fellow, and no confidence can be placed in him. I have no doubt but he will make all kind of excuses to prevent the payment of those arms at the time specified in the contract; and should the royalists again get possession of Lima, your demand on the Government would be of but little value. The royal army is now sixteen leagues from this, and said to be 5,000 strong, advancing towards the city. San Martin will not fight—he is a coward. The goods sold are as follows: platillos on board, $16; rowans and creas, $27; estapalis, $6; one hundred thousand dollars worth of those goods would have sold at this rate—the gin in cases, and liquor cases, at $7 on shore, tumblers at 75 cents dozen, all together. The duty on all imports in foreign vessels is now 20 per cent. on the valuation, but there is so little stability in the Government, that you can make no kind of calculation what the duties

will be one month from this, although they say that no alteration shall take place without giving eight months' notice; still I should not be surprised if a much heavier, a much higher duty was laid on all imports without giving the least notice, as they are much in want of money. I shall endeavor to get freight for the ship to some out port, so as to employ her for two or three months, if possible; but shall have no idea of leaving this myself, as I do not consider the property safe without my particular attention to it.

Immediately after I receive pay for the arms, I shall proceed for Canton, with the intention of returning to this country with a China cargo, which must undoubtedly do well, in particular if the interior should be opened.

HENRY MATHEWSON.

LIMA, *the* 16*th November*, 1821.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER.

GENTLEMEN: I have not been able to employ the ship, as I expected, for a short time, and she will now remain idle until I get pay for my arms; the prospects of which *is* small at present, as the Government has no money to pay with. I have proposed to the Government to receive the bonds due to the custom-house by different merchants in payment for the arms; this the general has objected to; and I believe the reason of his objecting to this is, that he wishes to sell those bonds himself, to raise money for his immediate use. On the 28th ult. a duty of eighty per cent. was laid on all foreign liquors, and this they say will apply to all liquors not landed previous to that date, whether entered or not; and our gin in cask comes under this *imposition.*

The difficulty in transporting goods from Callao to Lima had been such, that it was impossible to get it up previous to that date, and this has put an entire stop to the sale of it.

I understand the Government is wishing to make contracts for several armed vessels, to be sent them from the United States. I must caution you against entering into this, or any other contract with the Government at present, as I will assure yon it would be attended with great risk, and I doubt very much if you would ever get your pay. There is no stability at all in the Government, and San Martin I believe to be a cowardly shuffling rascal, in whom no confidence is to be placed.

Six or eight fast sailing brigs or schooners of 200 tons would, no doubt, sell well at this place, in case it remains in possession of the patriots, which I think is doubtful, as the forces of the Spanish army increase every day, from good accounts, and San Martin has not a soldier beyond the walls of the city, except those at Callao; the Spaniards have possession of all.

There is nothing to prevent them from ad the walls of the city at any day they please.

The Fame will sail from this for home on the 25
Valparaiso and Coquimbo. By her I hope to be able to advise you of something more favorable in respect of my business, than I can at present. You may rest assured, that every attention shall be paid to the business I have charge of, both at this and all other places I may be at during the voyage.

Your obedt. servt.,
HENRY MATHEWSON.

[NEW , *June* 4]—Ship, 12.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 19.

LIMA, *the 8th November*, 1821.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER, esq.

GENTLEMEN: Since writing you on the 16th ult., via Valparaiso, nothing new has taken place, and I am only waiting for the payment of my arms, to proceed to Canton; but seeing so little prospect of the Government being able to pay at the time the contract specified, we yesterday made a proposition to the general, to receive the bonds due to the Government from different merchants for duties, in payment for the arms. Should he *except* of this proposition, we shall be enabled to get the money for those bonds at a small discount. The general being in ill health, it will probably be several days before we have his answer; but as Messrs. Lynch *has* great influence with the general, I think he will not object to our proposition. The glassware, linens, and 400 cases of gin, we have already received the money for; the rum and pipes of gin, as I informed you on the 16th ult., the Capt. of the Constitution is to have at one dollar per gallon on board. Should we be enabled to return to this country in a short time with a China cargo, I have no doubt but what it will sell to a handsome profit, in particular, if the interior should be opened; but if any change takes place to prevent my getting pay for the arms for several months, the prospects for a China cargo would be small, as several ships would probably arrive from that quarter before me. A cargo of flour would, no doubt, sell at $15 to 20 dollars [per] bbl. at this place, until considerable supplies arrive from the States. An assorted cargo of provisions, furniture, tobacco, and German linens, will do well at this place. The Fame will probably return home via Valparaiso.

Your obedt. servt.,
HENRY MATHEWSON.

[PHIL., 13 *Apr.*]—Ship, 20.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER,
Providence, Rhode Island.

No. 20.

LIMA, *the 26th November*, 1821.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER, esq.

GENTLEMEN: No change has taken place since I wrote you on the 16th inst., via Rio Janeiro. The time is now *fixt* for the payment of the arms on the 26th December, but I cannot give you any encouragement to expect I shall receive the pay at that time, or at some time after. I have stated to the general the disadvantage he must labor under in any future contract he should wish to make, by detaining the ship for the proceeds of those arms, which had more impression on him than any request we had previously made, and he promised we should not be detained beyond the above time, but his promise is not to be relied on. I have had no opportunity to employ the ship for a few months, and I now think it best to keep her in port, as the Government know that she is only waiting for the proceeds of the arms, and I stated to them that the demurrage of the ship will be one hundred dollars per day after the time expires.

I have shipped to Valparaiso, by the Fame, twenty-six casks of the powder, finding it impossible to dispose of it at this place, and requested Horatio Jerauld to remit the proceeds to you immediately after disposing of the same.

Your obedt. servt.,
HENRY MATHEWSON.

No. 21.

VALPARAISO, *the 1st September*, 1821.

Messrs. EDWARD CARRINGTON & Co., and
CYRUS BUTLER, esq.

GENTLEMEN: We arrived at this port on the 28th ultimo in a leaky condition. The first day after we left the Weser the ship began to leak, making one hundred strokes water per hour, which gradually increased until the 17th May, when we were in latitude 2° 10′ N., and the ship making 300 strokes water per hour. We here broke out our cargo, and hove all the ballast overboard which lay between the after part of the pump-well and the forward part of the main hatch. This brought the ship in a very light set of ballast, and she made but little water until the 3d of June, when the leak began to increase again, to from 70 to 100 strokes per hour; July the 20th had increased to 300 strokes per hour, being then in latitude 54° south; and when in the latitude 60° 17′ south, the leak had increased to five hundred strokes water per hour, which kept one pump constantly going. Had you *of* examined the ship's log-book, you would have found that she leaked so bad on her last voyage, that it was with difficulty the crew got her into port with

both pumps going; and had we *of* carried the sail that we should on a good ship, both pumps would not have kept her free—for when we ought to have had single reef topsails set, with a free wind, we have been obliged to have only close reef maintopsail and a reef foresail set, so as not to be obliged to keep both pumps going. We *was* obliged to cut up our stream cable to make preventer shrouds to support the masts, her standing rigging all crumbling to pieces, her fore-foretopsail, main, mizen-topsail, cross jack-yards, all rotten, and likewise the head of the mainmast; her blocks the poorest that I ever saw on board of a ship, and but very few of them fit for use; her bends and head knees are all rotten; and what the expense will be in repairing this fine ship you promised to get me, is impossible to say, but I fear it will amount to a considerable sum before she is fit to take in a cargo—for was she now loaded, both pumps would not keep her free. The weather is such at this place, that it will be impossible to make any repairs at it, and I am only waiting for Mr. Lynch to come from Santiago, who proceeds with me in the ship for Lima, at which place I am to land the arms. A letter from Mr. Lynch, dated the 30th ultimo, mentions that he cannot be ready until the 15th instant. The contract for the arms had been entered for six months before my arrival, and as they have now plenty of cash at Lima, I feel in hopes that I shall have no difficulty in getting my pay for those stores; the German linens would sell well at this place, but Mr. Jerauld thinks it best to sell nothing at this place, he being of the opinion that every thing we have will answer much better at Lima. The rum, I fear, has a considerable of it leaked out, as the bilge water has often smelt very strong of rum. The crew, unbeknown to us, broke through the bulkhead forward, and drank out about a dozen cases of the gin that we have found. Charles Cropper and Paul Warren, I find, began this embezzlement; the former I had seized up and gave four dozen, the latter two and a half dozen, and then sent them to prison. As it is not likely those men will go any further in the ship, you had best stop their draw-bills. I shall immediately, on my arrival at Callao, put the ship in order to receive a cargo, and my present idea is to proceed direct for Canton, and to return to this country again as soon as possible, but my mind may be entirely altered on my arrival at Callao; you may, however, rest assured that I shall do every thing in my power for the interest of the concern. Messrs. Lynch, Hill & Co. write to you by this conveyance, and will undoubtedly give you much better information respecting the markets than I possibly can, as I have had but little opportunity to make enquiry, it having blown a gale from the north ever since my arrival. Last night almost every ship in port was adrift; we *was* drifting with three anchors down, and our best bower parted this morning. The Fame, I believe, met with no damage, though two ships drifted close down under

her bows. Several ships have lost their topmast and bowsprits, by drifting foul of each other.

I must again request you to supply my wife with what money she may stand in need of for the support of my family. We had extreme bad weather in doubling the Cape, but the crew have all remained in good health. We were within six miles of this port on the 19th ultimo, when a gale came on at north, and continued until the 27th with but little cessation—in fact our passage from the line has been altogether tedious, and the ship making so much water has made the passage much longer and tedious than it otherways would have been; still it has been nothing to be compared with the trouble and anxiety of my mind whilst I was in Europe.

Your obedient servant,

HENRY MATHEWSON.

No. 22.

LIMA, *the 24th December*, 1821.

Messrs. EDWARD CARRINGTON & Co. and
CYRUS BUTLER, esq.

GENTLEMEN: Your favor by the ship George I received the 10th instant, and contents noted. I have at length got the arms received, after going through three examinations in the most particular manner. On 22d instant I received fifty thousand dollars on account of the arms, with a promise of having the balance in fifteen days, but have no idea that they will fulfil their promise. The fact is, they have not got the money to pay with, and I fear that I shall be detained fifty or sixty days before I get the balance now due. I shall sail for Canton as soon as I can possibly get my pay, with the intention of returning to this place again, via Valparaiso.

Your obedient servant,

HENRY MATHEWSON.

No. 23.

LIMA, *27th January*, 1822.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I have not as yet been able to get settled with this Government for my arms—neither can I say when it is likely I shall; they promise from day to day that they will settle with me. On the 20th instant San Martin resigned his office as protector to the Marquis Fosi Fagals, which I was in hopes would have been favorable to me, but at present I see nothing favorable, and can only say that I am doing, and shall do, every thing in my power to obtain the payment; and although I ought, at this present time, to be on my passage for China, I still cannot think myself justifiable in leaving the sum of 70,000 dollars, which is now due me,

in a country so liable to sudden changes as you must know this to be.

I am, and have been ever since I left home, very unpleasantly situated. In Europe I was advised by D. Cromelin & Son to abandon the voyage altogether and fit the ship for Batavia; this house stands high in your opinion, and by deviating from their advice, I laid myself liable to be censured and ruined. At this place I have kept the ship idle now four months, but have seen no prospect of employing her to advantage unless I went in her myself, which was impossible, as no part of my business would have been attended to had I *of ben* absent. The only prospect I now see of getting my pay is, by taking a greater responsibility on myself than before, for which *for which* I hope you will not censure me, should it prove unfavorable, as my only desire is to secure your property, and I will assure you that I shall only act as I think for your interest. The cargo of a Spanish prize ship, consisting of dry goods, well assorted for this market, is to be sold at auction in a few days, and I have proposed to the Government to purchase to the amount they owe me, provided they will allow me to purchase on that account; their answer I expect in two days. The money I have collected is now in bags, and ready to be sent on board ship immediately, should any sudden change take place. Enclosed you have certificates of the 40 hhds. rum shipped at Providence, which was in a leaking condition, most of the hoops having rusted off.

Your obedient servant,

HENRY MATHEWSON.

No. 24.

LIMA, *the* 10*th February*, 1822.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I wrote you on the 27th ult., enclosing certificate of the forty hhds. rum shipped at Providence, and informing you that I had a prospect of getting my pay by purchasing part of a prize cargo; this cargo has not been sold, and I am still in hopes to get my pay by purchasing part of this cargo, either at public or private sale, and this is the only prospect I have at present.

On the 8th instant, this Government put in circulation a large amount of paper money, which they called the Bank of Lima, which will no doubt be thirty per cent. below par immediately. San Martin sailed from this on the 8th instant, in the schooner Montesuma, and although it is not known where he is bound to, it is the general opinion that he is destined for Arekeeper, at which place he has lately sent two thousand of his poorest troops. This place is now overstocked with all kind of dry goods, provisions being the only articles in demand; flour is now quick at $19 on board, butter 75 cts., hams and cheese 60 cts., pork $35, beef $30; these

articles will no doubt remain high and in demand until a large supply arrives from the United States; flour will no doubt remain high through the season, as the crop of wheat at Chili is mostly destroyed, so that it is thought they will not have a sufficient supply for Chili. The daily consumption of flour at this place is one hundred [and] thirty-five barrels per day. A small quantity of low priced furniture will answer at this place, such as bureaus, Windsor chairs, &c.

Your obedient servant,
HENRY MATHEWSON.

No. 25.

LIMA, *the 9th March*, 1822.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER, esqr.

GENTLEMEN: I advised you, on the 20th ult., of my having purchased a part [of] the prize cargo. By this I expect to clear ten thousand dollars, and get about forty thousand of the money due from [the] Government; the balance due they promise from day to day to pay; but it seems sometimes as if I should go crazy at the thought of this long detention of the ship. I am now in hopes to sail by the first of April, and should this Government comply with my proposal, it will be for Europe, having offered to bring them ten thousand stand of arms at $10 each, 6,000 sabres at $6 50, provided they will allow all duties due from Lynch, during my absence, to be reserved for the payment of those arms; and in case the arms are not paid for in cash, in 60 days after they are landed, that they shall pay an interest of one per cent. a month until they are paid for. Should I undertake this, I hope it will be satisfactory to you, and that you will endeavor to have letters at the Isle of Wight for me. When I approach the island, I will show a blue flag forward, a white at the main, and the *insan* at the mizen, when a boat may be sent off to me. The Government wishes me to contract for 8,000 suits of clothes for the army also.

Yours, respectfully,
HENRY MATHEWSON.

Capt. Duncan, of ship America, has been offered $23 bbl. for his flour on board, † twelve thousand, and 6,000 carbines at $8 each.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr., *Providence, Rhode Island.*

No. 26.

LIMA, *the 10th May*, 1822.

Messrs. EDWARD CARRINGTON & Co.,
AND CYRUS BUTLER, esqr.

GENTLEMEN: It being so uncertain about my letters reaching you, that I have thought it advisable to send a person by the way of

Panama, and Lynch and myself have agreed with Capt. Bogman to go this route, by our paying his expenses. Lynch is to pay the one-half, and myself the other on your account. Lynch will enclose you a contract for arms with this Government, which, if you undertake, you must calculate to send in different ships, sending only a sufficient quantity in each ship to pay the duties of her cargo, as it will be impossible to get any money from this Government until a considerable time after they have driven the Spaniards out of the country, and that time in my opinion is far distant.

I have done every thing in my power since my arrival to induce them to pay me, offering to set out immediately for any quantity of arms they wanted, provided they would pay me for those I had already furnished them; in this way, I have now got goods to about the amount they owe me, which will be sold in a few days at auction.

Flour is now $45 the bbl., and not one month's supply in the place. I think you may send eight or nine thousand bbls. with safety, but you ought to have it shipped as soon as possible, as many other shipments will be made from the States. Three gentlemen are now about setting out on this same route, undoubtedly for flour. The Chili crop of wheat comes in at the first of February; until that time, this place must depend on the States for a supply of bread stuff. The daily consumption of this place is 125 bbls. 3 or 4 thousand lbs. of butter would sell at $1 lb. Low priced furniture, such as chairs, bureaus, sideboards, and sofas, will sell well. Cherry tree or birch is equally as good as mahogany. Codfish, a few boxes; beef, pork, and hams, and all good articles. I have now on board ship one hundred thousand dollars, and have agreed to take passengers for Rio and Gibraltar, they finding themselves with every thing, and paying me $14,000 dollars before I leave Lima, and not to be detained at this place after the 9th June. I shall endeavor to get a cargo at Gibraltar for this place; say some flour, a few arms, linens, fruit, ware, and quicksilver, so as to make up an assorted cargo; the balance of my funds I shall remit you direct from Gibraltar, or place them in England, subject to your order, as I hope this will reach you soon. It will be easy for you to have letters meet me at Gibraltar, which I am anxious to have, as I *no* not if I am justified or not in what I have done; but I am fully cofident that had you *of* been on the spot yourselves, you could have done nothing more than what I have done.

We shall pay Capt. Bogman each of us $200 dollars, and if he does not spend it all, will pay the balance to you; if he expends more than this sum, you will pay him what is deficient, and charge the one-half to Lynch.

Enclosed you have [a] memorandum of a cargo for this place.

Your obedient servant,

HENRY MATHEWSON.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq., *Providence, Rhode Island.*

The enclosed contract will be extended three months from the date. Your arms left by the same are sold at $4, and I think I shall get the proceeds of them.

H. MATHEWSON.

No. 27.

Rio Janeiro, *the* 30*th August*, 1821.

Messrs. Edward Carrington & Co.,
and Cyrus Butler, esqr.

Gentlemen: These will advise you of our safe arrival at this place last evening, after a tedious passage of 72 days, all in good health. We have not had two days fair wind at a time since we left Callao; in passing the cape, we had the winds continually from the south and east, with severe cold weather; for several days the Mercury stood at 19 degrees. In latitude 58 20 south, and longitude 67 west, we fell in with a field of ice which stretched from N. W. to S. E., as far as we could see from aloft, with many large islands on it; on two different days we *was* obliged to vere ship, and stand to the north and west to clear this field of ice, the wind N. E.; we received no damage in passing the cape, except the breaking of the main stock of the rudder, which we got *fishd*, but shall be obliged to get a new one at this place.

I send you my account, up to the time of leaving Callao, by which you will observe, that after my long detention at Lima, I was still obliged to leave about five thousand dollars uncollected of that Government, although I did every thing in my power to collect this money, receiving goods, and several thousand dollars of their paper, which I exchanged at a large discount; still I was obliged to leave this sum unsettled, unless I should have received it in paper, which could not have been exchanged at 40 per cent. when I left Lima. I sincerely regret at the long detention of the ship at Callao, but am confident that if I had *of* left Lima, not one cent of the money would have been collected from Government, as they several times called on Lynch to pay his duties, after agreeing that they should go towards the payment of the arms.

There was no opportunity to employ the ship during my stay at Lima, unless I went in her myself, which I think would have been very imprudent to have done, while so large a sum was due from that Government.

When I left Lima, the royal army had advanced as far as Kenzelta, six leagues from the city. This alarmed the merchants so much, that they were all sending their property to Callao, to the castle of which, San Martin had ordered eight thousand batikers of water to be sent, which was continually passing in when I left the port; all the shipping in port was ordered to hold themselves in readiness to receive the patriot troops on board, and the master of any ship refusing would not be permitted to trade at any port in Peru afterwards.

The Peruvian fleet, consisting of thirteen sail, all got under way the day before we sailed from Callao, and stood off and on at the port.

The Spanish army is said to be 8,000 strong, and can enter Lima any day they please, as the patriot army does not exceed 4,000, besides *malisha*, which is probably 3,000, compelled to take up arms, and will not fight, which the patriots are fully convinced of, as San Martin would not permit them to have flints in their guns, on a review a few days previous to my leaving Lima.

I do not think the Spanish army will enter Lima while the patriots have possession of Callao, unless it is for the sake of plundering the city, and then leave *leave* it again; provisions being so very high and scarce, they cannot remain at Lima without having the port of Callao; flour was, when I left Lima, selling at $50 the barrel, and not one thousand barrels in the place. The Spanish and patriot army are both very much in want of arms; the former has plenty of cash to pay for this article, the latter at present has none; the Government of Guayaquil is also much in want of arms, the agent of which wanted to contract with me for five thousand stand, at fifteen dollars each, cash on delivery. No arms will answer but those of the first quality.

The Spanish general would gladly pay $15 each for 20,000 stand of arms, cash on board, at the port of Arcker, and I do not think there will be any difficulty in landing them at that port, as I understood Commodore Steward should say, that he would not admit the force of one schooner of four guns as a blockade to that port, and this is the only force they have had for some time past off that port. Captain Conner, of schooner Dolphin, told me that he should protect any American ship in the trade to that port. I sincerely hope that you will have letters reach me at Gibraltar, advising me how to proceed, as I am continually in fear of being censured, having had so many difficulties to encounter since I left home. I am fully convinced that a great voyage may be made by arms to Peru and Guayaquil at this present time, still I wish for your advice about such a voyage, and that was my greatest object in sending Captain Bogman by the way of Panama. You will observe that the profits on sales of goods purchased from Government is not so much as I expected; but when I informed you that I had an idea that I should make ten thousand dollars by the purchase, I little thought that I was concerned with a set of rogues in the purchase. The spetia and cocoa, if sold at Valparaiso, I ordered to be delivered to E. Jenckes, on your account, if at Valparaiso, on the arrival of the Thetis.

I should have sent the most of my spetia to Canton, in the ship America, had I not *of* known that he was liable to be seized every day for a week before he sailed, on account of the plata pina and shiffalona that he had smuggled on board; and the very day he sailed information was lodged against him.

Your friend and obedient servant,

HENRY MATHEWSON.

No. 28.

GIBRALTAR, *November* 9, 1822.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.

GENTLEMEN: These few lines will advise you of our safe arrival at this place, but a few hours since, after a passage of 54 days from Rio, all in good health. Most part of the passage the ship made so much water that one pump steady going would scarcely keep her free.

Yours, respectfully,
HENRY MATHEWSON.

[HOLMES' HOLE, MAS., *Jan.* 13.]—Ship, 14½.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.,
Providence, Rh. Island.

No. 29.

GIBRALTAR, *the 23d November*, 1822.

Messrs. E. CARRINGTON & Co.,
and CYRUS BUTLER, esq.

GENTLEMEN: I have only time to inform you that the ship's crew are all discharged; we have found the ship's bows very open, taken out several pieces out of the bends forward, taken the cut-water off, and shall stow the figure-head away below, and endeavor to sail as soon as possible for Rio and the Pacific ocean.

Yours,
HENRY MATHEWSON.

No. 30.

GIBRALTAR, *the 17th November*, 1822.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.

GENTLEMEN: I wrote you a few lines the 9th inst., via Boston, advising you of my safe arrival at this place. Your favors of 28th August and 10th September *was* handed me by Messrs. Blodget on the 10th inst., by which I observe that you regret that I did not send my *spetia* to Canton by the ship America, Captain Deuvan; this I wished to have done, but knowing as I did that the America was liable to be seized every moment for several days previous to her leaving Callao, on account of the plata pina and sheffalona she had smuggled on board, I could not consider myself justifiable in shipping spetia on board of her, as I should probably have lost it, had the ship *of* been seized, which would have been the case had she *of* lain one day more in port.

I shall deliver to Messrs. Hill & Blodget all the spetia that I can spare, to be sent to Canton the first opportunity. The Washing-

ton having sailed a few days before my arrival, no opportunity at present offers.

I shall have carpenters in the morning to examine the ship, and if I find she wants considerable repairs, I shall return home with her, as it will be very expensive in making much repairs at this place this season of the year; her leak is principally in the bows, and keeps one pump steady going when a press of sail is on the ship. Should I be able to stop this leak, I shall sail again as soon as possible for the Pacific, with an assorted cargo. I wrote you from Rio de Janeiro the first of September, by ship Hope, via Philadelphia, enclosing accounts, bill, disbursements, &c. I also wrote you the 15th September, via Norfolk, brig Eliza Reily, Captain Small, including Maskaline Clarke's account sales of goods at Guayaquil; the money I received of Clark at Lima I paid the export duty on, and he must make no charge of export duty on this money in his settlement with you.

My wife having wrote me that you supplied her with money, I have only taken five hundred dollars of my earnings; and as I shall not take any more during my absence, I hope and expect that you will still continue to supply her with what she stands in need of.

My long detention at Lima on your account has made this a hard voyage for me, unless you think proper to allow me some compensation for it.

Your obedient servant,

HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 31.

GIBRALTAR, *the 28th December*, 1822.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: We have at length got ready for sea, and shall in a few hours make sail for Rio de Janeiro, from which I hope soon to advise you.

Enclosed you have invoice and bill of lading of the cargo shipped on board the Mercury at this place, and Messrs. Hill & Blodget's receipt for Spanish dollars left in their hands, to be remitted to Samuel Russell & Co., Canton, on your account, no opportunity having offered to ship it for Canton since my arrival.

I sincerely regret at our long detention at this place, but the weather has been so bad that it has been impossible to pass from the ship to the shore for five or six days at a time. Having parted one of our cables several times, I thought it prudent to purchase a chain cable for the safety of the ship, no hemp cable being to be

had. This, with the repairs of the ship, make the expenses come high at this place, still [it] could not be avoided. I calculate to purchase about one thousand muskets at Rio, a few bags coffee, and some white wax. English tower proof muskets could have been purchased at Rio when I left at ($5) five dollars. It is impossible to send you my accounts from this place, without running a risk of losing the wind, but will send them all from Rio if I do not fall in with a vessel on the passage bound to the States.

Your obed't serv't,
HENRY MATHEWSON.

N. B. Be so good as to keep my interest in ship and cargo insured during the voyage, and oblige

Your obed't serv't,
HENRY MATHEWSON.

Messrs. Edward Carrington,
Cyrus Butler, esq.,
Providence, Rhode Island.

No. 32.

Rio de Janeiro, *the 15th February*, 1823.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.

Gentlemen: I wrote you a few lines on the 28th December, advising you of my being ready to sail for Rio in a few hours, enclosing Messrs. Hill [and] Blodget's receipt for seventy-nine thousand nine hundred and one dollars twenty-one cents ($79,901 21,) left with them to ship to Samuel Russell & Co., Canton, on your account. You will no doubt be surprised at my having the ship's papers endorsed over to Mr. James as master, and I will assure you that I was by no means willing so to do, but situated as I then was, I could do no better, as he would not remain by the ship as mate, although I offered him the same wages as he now has. I did not wish to have him remain by the ship on account of his being a very active man, as he is quite the reverse, but I knew him to be steady, and free from drinking, and in case of accident to me was capable of bringing the ship home. Mr. Wheaton had asked for his discharge, and was looking for a passage home. At this time there was not a man to be had at Gibraltar fit for an officer to any vessel, and no prospect of having a single American seaman on board ship. We however did get one American; the rest are Italians, Greeks, one Swede, and two Englishmen. I believe only four can speak English. I have the same care over the ship in every respect as I had before, and shall continue so to have during the voyage. We took the wind at W. S. W. the next morning after leaving Gibraltar, which continued for ten days, and most of the time was blowing a gale, the ship making from three to four hundred strokes water per hour. Enclosed you have a copy of Hill and

Blodget's bill of stores, &c. paid on account of ship at Gibraltar, statement of account, invoice of cargo I sent you from Gibraltar, Decem. 28. We arrived at this place the 9th inst., after a passage of 43 days, all in good health. We found on our passage that the head of the mainmast was very much defected. We have carpenters to work fishing it, and will finish it in a few days. I feel in hopes to sail from this in the course of the week, should nothing happen. I have not been able to purchase any arms at this place, but have purchased several other articles, an invoice of which I shall send you by a New York brig which sails in a few days.

Your obed't serv't,
HENRY MATHEWSON.

No. 33.

VALPARAISO, *the* 18*th April*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.

GENTLEMEN: These few lines will advise you of our safe arrival at this place last evening, after a pleasant passage of 51 days from Rio Janeiro. We had only 16 days from Cape Horn to this place. I shall endeavor to dispose of the flour and tobacco at this place, as I understand there is no sale for those articles to leeward. It is impossible to say which way I shall go after leaving this, as I have been in port too short a time to make the necessary enquiries. I however intend to stop at Arrekeeper, if I find the risk is but little. The last lot of flour sold at this place, was sold at $9 on board, tobacco at $11. The Lyon was at Lima 24 days since, at which place she had sold a part of her cargo.

Your obed't serv't,
HENRY MATHEWSON.

No. 34.

VALPARAISO, *the* 25*th April*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I have sold the linens at this place on board, as follows: platilla, $12 25; Britanis, $3; ladies' robes, $4 03; galoon ribbons, $1; bunting, $12; creas, $25. I feel in hopes to be able to dispose of the tobacco and sugar at this place; the rest of the articles shall be obliged to take to leeward. Shall write you more particularly by a whale ship that sails in two days for New Bedford.

Your obedt. servt.,
HENRY MATHEWSON.

No. 35.

VALPARAISO, *the 7th May*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Since writing you on the 30th ult., I have made no sales, except a few casks of dry wine at $28; and seeing so little prospect of disposing of any thing else at this place, I shall, as soon as it is possible to collect the money for what I have already sold, sail for some part of Peru. The person who purchased the tobacco says he cannot pay for it under ten days from this, although he was to pay cash on delivery. In fact, they have a most rascally custom at this place about payments; no one thinks of paying for an article under twenty or thirty days, that he agrees to pay cash for on delivery, and several *has* been offended with me for calling for my pay on delivery of the goods. The news from Lima, April 4, is unfavorable; the Spanish army, at that time 6,000 strong, being only six leagues from the city. No business was doing, and people would only buy from hand to mouth. You may, however, rest assured that I shall do every thing that is possible to be done for the interest of the voyage.

Your obt. servt.,
HENRY MATHEWSON.

No. 36.

VALPARAISO, *the 12th May*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I am in hopes to sail for Lima in the course of eight days from this, having only about $7,000 dollars uncollected. This being due from a good house, I shall leave it with Mr. Wetmore, taking the same amount from him, so as not to be short of funds. The Peruvian Government are so much in want of arms, that I expect to be able to make a favorable contract with them on my arrival at Lima, and if they will give me security for the payment, I shall sail in a few days after my arrival at Lima, for London, and bring them ten or fifteen thousand stand. In this case, I shall be short of funds, as I ought to have fifty thousand dollars over and above what the arms may cost, which may be wanted in such articles as will pay fifty per cent. on this coast. In case I undertake a voyage of this kind, I shall try to get some of Capt. Andrews' funds, of ship John Brown.

I think you had better write Dickerson & Co., at London, to supply me with the amount you wish to have invested, in case I should arrive at that place; what I have sold at this place is as follows: platillas, $12 25; Britanies, $3; Irish linens, $26; creas, $25; bunting, $12; ladies' robes, $4 03; tobacco, $11; galoon ribbons,

$1; nankeens, $1; spirits turpentine, $2 gal.; olive oil, $2 50, $3 jar. Those articles are all sold, and for cash on board. A few casks of dry wine is sold at $28; some butter, 37½ cts.; some white wax, $80; some sugar, $10. Nothing more will sell at this place, and I shall leave as soon as possible.

Your obdt. servt.,

HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 37.

VALPARAISO, *the 29th May*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I have been detained at this place longer than I expected, by not being able to collect the money for the goods sold on my arrival. I have now the most of it collected, and shall, no doubt, sail for Lima in six days. I, a few days since, sold 300 bbls. flour at $10 the bbl; 111 bbls. beef, at $10 bbl., and the most of my butter at 34 cts. pound.

I have received a letter from E. Lynch, at Lima, dated the 28th April, in which he *courts* flour at $12, and on the rise. 2,500 of Bolivar's troops had arrived at Callao, and 3,000 more daily expected, with Bolivar himself to head them. If the latter arrives, there is no fear of the Spaniards entering Lima, although there is not the least doubt but what they have 12,000 men, well clothed and armed. I have no idea that the patriots will be able to drive the Spaniards out of Peru for a considerable time, and not until they have some hard fighting. By Lynch's letter, it seems the Government of Peru are making great calculations on the arms to be brought by the Mercury, of which they are now much in want of; and should I be able, on my arrival at Callao, to get security for the payment of twelve or fifteen thousand stand, I shall sail directly for London after them, at which place you had better send letters to meet me. Should I set out on a voyage of this kind, I ought to invest at least fifty thousand dollars, besides what may be invested in arms.

Your obedt. servt.,

HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 38.

VALPARAISO, *the 7th June*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: These few lines will advise you of my having collected the money for the articles sold at this place, all except the 300 bbls. flour, which is not due until the 12th August. This will, no doubt, be paid when due, and I have given Mr. Wm. S. Wetmore an order to receive the same when due; and if he does not fall in with me again on this coast, he will leave it with Samuel Russell & Co., at Canton, to be placed by them to your credit. I have been waiting now four days for a wind to sail for Lima, having on board the *Debity* of Columbia as passenger, and some freight.

We have advices from Lima as late as May 20th, at which time flour is *courted* at $12, and on the rise. The accounts, however, *is* [so] contradictory, that but little confidence is to [be] put in what we hear. I have seen three letters, all of the same date, from one person; in one it is stated that there is no fear of the Spaniards entering Lima, and that business is becoming brisk; in an*either* of the same date, he states that there is but little doubt but what the Spaniards will enter Lima, and that business is entirely at a stand, and impossible to make any sales, or to collect any debts due from former purchasers. Wheat has, within a few days, risen at this place to five dollars the fanaga, and will, no doubt, soon be higher, unless some vessel arrives from the States with flour. I have no doubt but flour will remain at from $10 to $12, at this and Lima through the season, as it is well ascertained that the Chili crop is not near so good as was expected. Tobacco will remain at about $10 at this place, as the purchasers all calculate to smuggle the one-half; and large quantities they smuggle with more ease than small parcels.

It is impossible for me to say what I shall do after disposing of what I can at Lima; still I am of an opinion that I shall be able to make a favorable contract with the governments of Peru and Colombia to go after arms, and the *Debity* of Colombia is of the opinion that good security will be given for the payment of fifteen thousand stand, of which they are now much in want of.

Three thousand infantry, they say, is to leave this for Peru, by the 20th of this month, for the transportation of which, several ships *has* already been taken up.

Your obedt. servt.,
HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 39.

Duplicate.

VALPARAISO, *the* 11*th June*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: On the 8th instant, at 9 A. M., a strong breeze set in at this place from north, with a heavy swell, which, at 6 P. M., had increased to a gale, the Mercury riding with three heavy anchors ahead. At 8 P. M., a Peruvian brig of war of 16 guns came down athwart our bows, carried away our bowsprit, cat-head, parted one of our bow cables, and stove in our bows in two places, with considerable other damage. At 9 P. M., many ships *was* adrift, four of which went on shore in the course of the night, from which many lives were lost. On the 9th, at 10 A. M., every ship in port was adrift, twelve of which soon went on shore, and I am sorry to say that your ship Lion is one of this number. She went on shore at half-past 4 A. M., just as the gale began to abate.

Many ships have their sterns and waists cut down to the lower deck, many with masts and bowsprits carried away; in fact, there is not a ship in port but what has received a considerable damage, and had the gale continued one hour longer, not a ship in port would have been afloat.

The Mercury has lost two bow anchors, with considerable of her cables, jib-boom, bowsprit, cat-head, night-head, fore-yard, three top-gallant yards, bows stove in, fashion *pease* carried away, and stern considerable injured; one boat stove, mizen channel ripped to pieces, mizen shrouds and considerable other rigging parted and carried away. Our chain-cable and anchor was all that saved the ship, and when we hove that up on the 10th, we found the stock broken, and gone from the anchor. I shall take the bowsprit from the Lion, and *and* as soon as we can get the ship so as to set the three top-sails with safety, put to sea, and make the repairs at Callao, the ship not being safe to attempt making the repairs at this place; not a single heavy anchor to be got in the place, or cable.

Your obedt. servt.,
HENRY MATHEWSON.

CALLAO, *July the* 4*th*, 1823.

Messrs. EDWARD CARRINGTON, & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: We arrived at this place yesterday, after a moderate passage of 13 days, where we found every thing in confusion, Cantuack having entered Lima with eight thousand men, on the 18th ultimo, and is now encamped at the half-way house in sight of Callao. He entered Lima without a single gun being fired, the

patriots having no idea of his advancing until he was within a few miles of the city, when they left in great confusion, most of the public property falling into the enemy's hands. The merchants having so little warning of the approach of the Spaniards, they had no time to remove their property, and most of the foreign merchants remained at the city, all of which had to pay Cantuack forty pr. ct. on the amount of all goods they had in store. Cantuak demanded three hundred thousand dollars of the inhabitants immediately on his entering the city, giving them eight hours to pay it in, and if not paid at that time he would *race* the city to the ground. This was paid, and he has since demanded two hundred thousand more.

There is now twelve thousand bbls. flour afloat, and twenty thousand bbls. daily expected; no sale for any thing. At present it is impossible to say what I shall do; you may however rest assured that no exertions shall be wanting on my part.

H. MATHEWSON.

The patriots are now sending three thousand men for Arcker, at which place they have five thousand; it is stated by the patriots that Arcker was taken possession of by them without any fighting; there is no doubt but Arcker is in the hands of the patriots, still I do not believe they have any authentic account of its having surrendered. At Callao they have five thousand men, badly armed.

The Americans yesterday sent Capt. Nixon to Lima, as agent, to claim their property.

Your obedient servant,

HENRY MATHEWSON.

[Boston, *January* 2.]—12.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esqr.,
Providence, Rhode Island.

No. 40.

Callao, *the* 11*th July*, 1823.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esqr.

Gentlemen: Since writing you on the 4th instant, nothing has taken place. The Spaniards are still encamped at the half-way house, and although many say they will soon leave, I see nothing to induce me to think they have any idea of leaving at present.

The patriots have only about fifteen hundred men at Callao; the remainder has been sent to Arcker, where, it is generally believed, the Spaniards have a force too strong for them to contend with. While the Spaniards have Lima, nothing can be done at this place; I shall however wait a few days longer, and get my old business settled up with Lynch, and also Mr. Wetmore's, when, if the Span-

iards do not leave Lima, and I do not get any favorable news from the Entumadis, I shall proceed for Guayaquil. We have now the carpenters to work repairing the damage the ship received in the gale at Valparaiso on the 9th ult. The ship General Hamilton has not yet arrived at this place. There are now twelve thousand bbls. flour afloat, and no sale for any.

Your obedient servant,
HENRY MATHEWSON.

Postage charged, 22d Oct.—Ship, 20.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.,
Providence, Rhode Island.
[NEW YORK, *Oct.* 20.]

No. 41.

LIMA, *the* 21*st July*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: The Spanish army left this place on the 16th inst., in the evening, and the patriots took possession of the city the morning following. In this disturbed state, you will of course calculate that little can be done. I yesterday sold what flour I had, at eleven dollars the bbl. on board, for cash. Should we get favorable news from the Entumadis, *and* shall immediately proceed for Cilker, as I see but little prospect of disposing of the remainder of my cargo at this place, and get the pay for it. There is but little silver to be had, and the Spaniards having destroyed the machinery of the mint, nothing more can be coined for some time to come; it is however thought by many, that Government will now permit the exportation of plata pina, by paying five per cent. duty. The Spanish general has notified the American and English agents, that he shall probably return again to Lima in a short time, when he shall condemn all foreign property he finds at Lima, according to the law of the Indias. He is now six leagues from this. There *is* now sixteen thousand bbls. of flour afloat in the bay of Callao.

Yours, respectfully,
HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.,
Providence, Rhode Island.

No. 42.

CALLAO, *the* 2*d August*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: I can only say that we are still waiting to see what can be done at this place, but since the Spaniards left Lima, no-

thing has been done; the most of the stores are still shut up, and no *spetia* in circulation. Every one is afraid to purchase at present, thinking the Spaniards will in a short time take possession of the city again; this will however depend on the result of the expedition sent to Arakeeper, from which accounts are daily expected. Should the patriots be successful, and defeat the Spaniards in Upper Peru, Canterak will be obliged to cross the *Cordelarous* again, or surrender to the patriot force; in either case, business will be brisk and good; but should the patriots be defeated, the Spaniards will immediately take possession of Lima, and nothing can be done on this coast for some months to come. The patriots having no money, it will be impossible for them to raise a force sufficient to contend with the Spaniards again, should they be defeated this time at Arakeeper. This Government is very much in want of the military clothing I have, for which they would pay a high price if they had any thing to pay with, but they have no money, and I dare not trust them, being well assured that I should never get my pay if they get defeated in Upper Peru. It is impossible for me to say at present what I shall do; several articles of my cargo ought to be sold at this place, and would, if any business was doing, sell well, but at present nothing can be sold; in fact no commercial house has as yet sent their books to Lima. Cocoa might at this time be purchased at Guayaquil at four and a half dollars the cargo, which would pay a freight to Spain; and should nothing offer more favorable, I shall probably take this route after disposing of the cargo I now have.

Should the patriots get possession of Upper Peru, something may no doubt be done to advantage at Arakeeper; a few days will no doubt determine this, when I shall write you, via England, by the brig Viper, which is now only waiting to see what the result of the expedition is.

Your obedient servant,

HENRY MATHEWSON.

[New Bedford, *Dec.* 9.]—Ship, 12.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esqr.,
Providence, Rhode Island.

No. 43.

Copy of E. Lynch & Co.'s letter.

Lima, *September* 13, 1823.

Mr. Henry Mathewson.

Dear Sir: Mr. Ramos, the first purchaser of your flour, refuses to pay the duties charged by the custom-house, say $1,800 06, for the 245 bbls. from the Hamilton, and Mr. Campo will not pay them neither, so that both will only pay the duties charged on the Mercury's flour, say $1,266 04½, making a difference of $534 01½, of

which I ought not to be the loser, when, for accommodating others, the 245 bbls. were delivered from the Hamilton to Mr. Ramos, who would not receive your flour unless under that condition. In such cases you will perceive that you are to be responsible for the $534 12, and for which you will please leave an order on Captain Pearce or Capt. Andrews, half cash and half copper.

Your obedient servants,

E. LYNCH & CO.

Duplicate.

ARCKER, *the 20th October*, 1823.

Messrs. E. LYNCH & Co.

GENTLEMEN: Yours of the 13th September was delivered me after the ship was under way at Callao, and *to* late to be replied to. I am much surprised at your observations respecting the sales of my flour, in particular your demand on me, for between five and six hundred dollars difference in duties; you must well recollect that my flour was all sold on board, deliverable on the Key, and of course no charge can be made against me on account of duties. When we agreed to let Ramos have 245 bbls. flour from the Hamilton, in lieu of the 245 bbls. of mine not good, Ramos called on me to know how the duties would be settled, as a part of my flour was not manifested; I told him that I did not sell him in the contract any flour not manifested, still, had he received all my flour, he would have received the benefit of that which was not in the manifest, but that he now could only receive his proportion of that not manifested, in proportion to the flour he received, and that he must pay the duties on the 245 bbls. from the Hamilton. I called on you the same day and requested you not to let him have the 245 bbls. on any other conditions; you informed me that you had arranged the business with him in such a manner as there would be no difficulty, and of course I had nothing more to do with it. If, when Mr. Ramos refused to pay this duty, you had of tried to compel him so to do, by the laws of the country, and failed in the attempt, I should not have been so much surprised at your calling on me, although you would have no just claim, as the difficulty has arisen from your not having paid proper attention to the business. I have paid you your regular commissions for all the business you have done for me, I therefore expected you would do me justice, and attend to the business I entrusted you with. I will now point out to you where you have not done me justice: in June, 1822, you compelled me to pay you a commission of one per cent. on the exportation of all my money, when no other house in Lima made such a charge; $60,000 dollars of this money I counted myself, which came out correct when counted at Gibraltar; the balance your clerk assisted in counting, it being reported that the Spaniards *was* near Lima, and this fell short, with counterfeit dollars, $78; the first bag

we counted at Rio Janeiro, we found four counterfeit dollars and two short; this your brother Phillippe counted. If a merchant has his commission for shipping money and it falls short, he is accountable for the deficiency; in this case I have not justice done me, as you would pay no part of this deficiency.

Mr. Ramos paid at Callao $4,000 on account of my flour, and Phillipe gave me an order on you for $2,300, payable in Callao. Now if you had *of* paid me this money at Callao, I could have taken it on board ship without paying duties, as many others did; for this reason I observed to Mr. *Austerlin, that I did not think it right to charge commissions on shipping this money, as I was obliged to be at the risk and expense of shipping it to Callao, besides paying the duties; all of which I should have saved, had it been paid me at Callao, as it ought to have been. In this case I had not justice done me, as you would not relinquish your paltry commission. I have your agents *receit* for 240 bbls. flour received at Callao; you credited me with the sale of 238 bbls., and when I asked you where the other two bbls. *was*, you replied stole, you supposed, at Callao, and was not willing to account for them. This was not justice. In June, 1822, I left at your store in Callao thirty-three quarter pipes of gin, eight of which you have rendered me account sales of, leaving twenty-five casks not accounted for, but which you must account to me for, as I am not going to lose them. A number of shipmasters are dissatisfied with your house on account of similar trifling things, wherein you have not done them justice; and although they say nothing to you about them, yet such things will drive every American ship from your house.

Your obedient servant,

HENRY MATHEWSON.

No. 44.

ARCKER, *the 20th October*, 1823.

Messrs. EDWARD CARRINGTON & Co. and
CYRUS BUTLER, esq.

GENTLEMEN: These few lines will advise you of our safe arrival at this place last evening, after a tedious passage of thirty-six days from Callao, where we find every thing in a state of confusion. The patriots, about 4,000, under General Santaernie, at Lapass, having been completely dispersed about the middle of September by a few Spaniards. On the appearance of the Spaniards, the patriots all hove their arms down, and fled without firing a single gun. An advance guard of the Spaniards is said to be only six miles from this, and it was last night expected they would have *took* possession of the town.

In this confused state, I do not expect it will be possible to do much at this place; I shall therefore endeavor to get the admiral's

* Head clerk of Lynch house.

permission to proceed for Guayaquil, which if I cannot obtain, I must return again to Callao, this being the only port open in Upper Peru, unless by special permission. Had we arrived twenty days sooner, we should have obtained high prices and immediate sale for every thing on board. I wrote you a few lines, September 13, via Boston, ship Candace, advising you of my proceedings at Lima, also that I had settled Mr. Wetmore's business of ship Lion at Lima, and paid the proceeds over to Captain Thomas Pearce, of ship General Hamilton, according to Wm. S. Wetmore's orders—amount, five thousand two hundred [and] eighty dollars 43 cents—$5,280 43; duplicate receipt of which I remitted said Wetmore at Valparaiso, the 13th September, 1823.

Your obedient servant,
HENRY MATHEWSON.

No. 45.

VALPARAISO, *the 19th June*, 1823.

MESSIS. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Since writing you on the 11th instant, via *Bonaseries*, I have been busily employed repairing the damage the ship sustained in the gale on the 9th, and have now got her so far repaired as to be able to get to sea under our topsails, calculating to make our repairs at Callao. We shall sail in the morning, if possible to get to sea.

Your obedient servant,
HENRY MATHEWSON.

EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.
Providence, Rhode Island.
[Ship O'Cain, Captain Wilkes.]

No. 46.

LIMA, *November* 5, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: We arrived at this place 30th ultimo from Arcker, having done but very little at that place; they expecting the Spaniards every hour to take possession of it, nothing could be done.

I have now a few articles unsold, which I shall dispose of as soon as possible, and proceed for Canton via Pita, at which place I shall purchase some cotton to take to Canton. My present idea is, to return to this coast again from China. Flour is this day selling at $40 [a] barrel, and not 1,200 barrels in the place. This will be a safe article from the U. States as long as the war continues. The first quality flour ought always to be shipped *brite* barrels.

Your obedient servant,
HENRY MATHEWSON.

The house of Messrs. Nixon & Macol I think the best house at this place at present. H. M.

No. 47.

LIMA, 30*th November*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Since my return to this place from Arcker, I have disposed of nearly all the goods I had unsold. Had it not *of* been for the shameful flight of Santarrien's army, I should have sold every thing I had very high at Arcker, and should have had as many passengers as I could have taken for Gibraltar, at $700 each. The coast is now under a paper blockade, from the latitude 23° to 8° south—Lima excepted. Of course nothing can be done on the coast for some months; I have, therefore, concluded to proceed for Canton, and have petitioned to the Government for permission to stop at Trehold for one thousand bales of cotton, which I expect will be granted. The cotton of this place is better than our Georgia upland cotton, but is not cleaned from the seed. I am informed it can be purchased at $3 [a] quintal, which I think must pay a good freight. There is now not any China goods on the coast of Peru, a cargo of which would sell well, and I take patterns for a return cargo, should I not receive instructions from you to proceed elsewhere. Ship General Hamilton, Captain Pearce, sailed from Guayaquil for Canton, 26th October. Shall send you my accounts from Canton. Expect to leave this by the middle of next month.

Your obedient servant,
HENRY MATHEWSON.

Ship—20½.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.
Providence, Rhode Island.

[NEW YORK, *May* 6.]

No. 48.

LIMA, *the* 30*th December*, 1823.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I have now got my business closed at this place, and expect to sail in the morning for Pita, at which place I calculate to purchase some cotton and pina, with which I shall proceed for Canton with the intention of returning to this coast, unless I receive different instructions from you. The military clothing which I had, I have been obliged to sell to the Government, taking their draft on England in payment, which I have remitted Thomas Dick-

erson & Co. for collection; the amount, $3,906 87, to be placed to your credit when collected. This is the best, and only thing I could do with them, while the country is in such a confused state. There *is* now three privateers cruising on this coast under the Spanish flag, one of which, on the 4th inst., captured an English ship in the sight of Coquimbo, which had on board 3,500 quintals copper, and $135,000 in bar silver.

Wm. S. Wetmore writes from Valparaiso, 14th inst., that he has it from the best authority, that the Chili crop of wheat is so injured by the smut that it will not be sufficient for the consumption of Chili. The last sales of 900 bbls. flour afloat at Callao was at $29 50, and of an inferior quality. Callao and Lima has not 2,000 bbls. flour altogether. The house of Nixen & Macol at this place will be an excellent house, in whose hands your property will be safe, but in E. Lynch's hands I do not think property safe at this time. From Canton I shall send you all my accounts.

Your obed't sv't,
HENRY MATHEWSON.

[Boston.]—Ship, 12.
Messrs. Edward Carrington & Co.,
Cyrus Butler, esqr., *Providence, Rhode Island.*
Per brig Peregrine.

No. 49.
Duplicate.

Payta, *January* 15, 1824.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esqr.

Gentlemen: On the 3d inst., we anchored at the port of Samanco, at which place I had the promise of 1,000 bales of cotton on freight for Canton. On the 4th received a letter from the *Govenure* of Santo, who was to procure this cotton, stating that he had not been able to procure sacks for the cotton, and that it was impossible to get mules to carry it to the port. In consequence of which we sailed the same evening for Whanchaco, port of Truxillo, at which place we anchored on the 6th. I went immediately to Truxillo, and finding no cotton to be had at this place, I purchased 3,147 marks of pina and silver, for which I paid $8 25 the mark on board. In this purchase I got rid of all my doubloons. On the 9th we made sail for Payta, at which place we came to anchor on the 12th. The Governor of this place assured me that in three days he would have as much cotton as I wished to take at $3 the quintal. We have this day got 50 bales cotton, and 218 marks pina, which I paid $8 the mark for on board; the Government having pressed all the mules at Puro, it will be impossible to get any more cotton without waiting some time; I shall therefore make sail for Canton in the morning, from which place I hope soon to advise you of our arrival.

I am sorry for the great detention we have had on this coast with so little profit, but will assure you that I have done every thing which was in my power to do. The gale at Valparaiso ruined my voyage, for had it not *of* been for that gale, I should have arrived at Callao at the time the expedition was fitting out for Upper Peru, and very much in want of every thing I had, for which the contractors would have paid cash, and my detention on the coast would *would* have been but a trifle, as I could have proceeded immediately for Guayaquil, took in a cargo of cocoa, and before this have sold it in Cadis under the act of the Spanish Government, which permits the property of all Spaniards drove from Peru to be imported into Spain free of duty, and of this I should have made something handsome. In consequence of the gale, I could not arrive at Callao until the first of July, at which time the expedition was all fitted out, and most of the transports sailed. The Spaniards having taken possession of Lima, nothing could be done, and for two months after they left Lima no sales could be made of any thing but flour. After waiting at Lima until the first of September, we got information for Arcker, which stated every thing to be in demand. On the 13th September, we made sail for Arcker, but having nothing but light winds and calms, we did not arrive until the 19th October, at which time the Spaniards *was* said to be within three leagues of Arcker, the patriot troops all embarking on board the shipping in port, and the inhabitants flying to the country with their property. This put a stop to all kind of business. Had I arrived a few days sooner, I should have disposed of every thing on board to good advantage. Finding nothing could be done at this place, and all the other ports in Upper Peru being declared under a state of blockade, we sailed again for Callao on the 24th October, at which place we came to anchor on the 30th. At Lima it was still difficult to sell to any amount except it was at auction, and in this way I was obliged to sell the most of the goods I had remaining, so as to leave the coast, as I saw no prospect of doing any thing to advantage for some time to come. It being impossible to procure a cargo of cocoa until the new crop came in, which is sometime in May, I thought it best to proceed for Canton with the intention of returning to procure a cargo of cocoa for Spain, as before observed. The repairs of the ship, and passing to so many different ports, make the expenses uncommonly high, but could not be avoided. I have endeavored to save every thing that was possible for the interest of the voyage, and shall continue so to do until my return home, which I shall do from Spain, being in hopes to receive letters from you at Canton.

I remain, your obed't serv't,
HENRY MATHEWSON.

Messrs. Edward Carrington & Co.,
Cyrus Butler,
Providence, Rhode Island.

No. 50.

JUAN KEY, *April* 14, 1824.

Messrs. EDWARD CARRINGTON & Co.
and CYRUS BUTLER, esq.

GENTLEMEN: We arrived at the island Lintin on the 10th inst., after a passage of 82 days from Payta. At Lintin I took some goods out of a country ship, which I am to have five hundred dollars for delivering them at Whampoa. Although we touched at Samanco, Truxillo, and Payta, after leaving Lima, we were only able to purchase fifty bales of cotton, and got none of the 1,000 bales on freight, as I advised you from Payta 16th January. My intention is to procure a cargo at Canton, for Chili and Peru, and sail as soon as possible for Chili, dispose of what I can at that place, thence to Lima and Guayaquil; at this latter place I calculate to purchase a cargo of cocoa, and proceed to *Lime* port, in Spain, where I am in hopes to dispose of the cargo without paying duties, according to an act of the Spanish Government, admitting the property of all Spaniards obliged to leave Peru on account of the patriots, to be imported into Spain free of duty, from any port of the coast of Peru. As you will have opportunities of writing me on that coast, I wish your opinion respecting such a cargo, as I find by the last accounts that Cadiz and some other ports *was* blockaded by the French.

I feel in hopes to reach Canton to-morrow, and should Messrs. Russell & Co. be able to point out a better voyage than the above, I shall certainly undertake it; but as I find he has ordered the George for Manilla, after sugar, I do not expect he will be able to point out a favorable voyage for me. I have sent you my accounts and protest by the ship George, Captain Rea, with duplicate of letter from Payta. From Europe I shall return to Providence, as the ship will want considerable repairs; her copper is now much rolled up, and I expect considerable of it off—she still leaks badly.

Your obedient servant,

HENRY MATHEWSON.

Ship—39.

CARRINGTON & Co., TLER, esq.,
Rhode Island.

No. 51.

CANTON, *April* 22, 1824.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: On the 20th inst. Mr. Wheaton wishing to have his discharge, I gave him an order on you for five hundred [and] three dollars 60 cents, amount of wages due him. I am now, with Samuel Russell & Co., collecting a cargo for Chili and Peru, and

shall endeavor to sail for the former as soon as possible; but as we shall be obliged to have several articles made, I do not expect to leave this [place] under 40 days. I hope on my arrival at Chili to have advice from you respecting my intended voyage with a cargo of *ceuar* to Spain.

Your obedient servant,

HENRY MATHEWSON.

[PHIL. *Feb.* 8.]—Ship, 20½.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 52.

CANTON, *June* 16, 1824.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.

GENTLEMEN: These few lines will advise you of my having at length got my cargo on board, with about thirty thousand dollars value in silks on freight, at thirty-three and a third per cent. on net profit. Messrs. Russell & Co. will send you an invoice of my cargo the first opportunity, *duplicate* of which I shall send you from Chili, for which I hope to sail in two days. Valparaiso will be the first port I stop at; and as I calculate letters will reach you from Chili before those, I have not been so particular in writing as I otherwise should have been. As the crew were not obliged to return again to Chili, I have been obliged to advance them considerable money, to keep them quiet and remain by the ship.

Your obedient servant,

HENRY MATHEWSON.

[NEW YORK, *Dec.* 13.]—Ship, 20½.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 53.

MONTEREY, *November* 12, 1824.

Messrs. EDWARD CARRINGTON & Co.,
and CYRUS BUTLER, esq.

GENTLEMEN: These will advise you of the arrival of ship Mercury at this place on the 25th ult., after a passage of 120 days from the Ladrone Islands. We left Whampoa on the 18th of June, but as the wind held at east, we did not put to sea until the 27th June, and then with the wind at E. N. E., from which quarter it continued until July 4, being then in lat. 20, 48 N., and longitude 121 east; a severe gale set in at north, and blew to such a degree for

twelve hours, that the sea had no chance to rise, the ocean being a complete foam; but as the wind halted round gradually to S. W., and then abated, we met with but little disaster, and on the 6th was again able to make sail. July the 8th, we passed the Bashee Islands, with a steady breeze from N. E.; calculating ourselves clear from typhoons, and expecting nothing but pleasant weather, we again got top-gallant yards athwart, but we were soon sorrowfully disappointed. July 11th, being in lat. 21 N., longitude 124 east, a heavy swell began to rise from the east, and at 4 P. M. blew a fresh breeze from N. N. E., which induced us again to shorten sail, and send down top-gallant yards; at 8 P. M., hove to under storm mizen staysail, it blowing a heavy gale from N. N. E., which gradually increased until 9 A. M., at which time we were reeving tackles to get our lower yards down, but a heavy sea striking athwart our stern, broke the tiller short off, square with the rudder-head; all hands turned to securing the rudder, and fitting another tiller, which was not secured until 10 A. M., at which time it was blowing a complete hurricane, and impossible to get tackles aloft, the ship laying with breast-rail and lower yards in the water. I now requested that the fore and maintopmasts might be cut away, but it blew to such a degree that not a man on board ship was able to get aloft to cut the lanyards of the shrouds, though several attempts were made both by the officers and seamen. At 11 45 A. M., the wind shifted of a sudden from N. N. E. to N. N. W., and blew to such a degree that it was with difficulty a man could hold himself on deck, and the sea, which for several hours previous could not rise, now rose like pyramids in the air, breaking over the ship from stem to stern. July 12, at 3 P. M., the ship lay nearly on her beam-ends, so that the water poured down the companion-way. I now requested the foremast to be cut away; as soon as the lanyards of three of the weather-shrouds were cut, the masts went over the side, clear from the ship, and she partially righted. At 2 30 P. M., the mizen topmast went over the side, and at 3 P. M. the mainmast went over the side, and the ship righted; at this time every thing was afloat in the cabin, our *stearn* ripped to pieces, one of the dead lights stove in, long boat knocked out of the chock, round-house and binnacle stove to pieces, our starboard bulwarks all gone, with most of the breast-rail, all hands *imploid* in clearing the wreck, but the sea was breaking over the ship in such a manner that we could not clear the spars from her until 6 P. M., at which time we got the lee lanyards of fore and main rigging cut, so that the spars drifted clear of us; at midnight the gale rather abated. July 14, the wind got round to S. W., and moderated, so that we got foretop-gallant sail forward, and lower standing sail set aft; the only spars we had left *was* our bowsprit and mizen mast, the former badly sprung, and the latter wounded, and in this situation I considered it as being useless to attempt getting back to China against the S. W. monsoon; we therefore concluded to

make the best of our way towards California, or the Sandwich Islands, expecting we should soon meet with some whale ships, from which we could procure some small spars to assist us along. August the first, we had jury-masts rigged and sails made, so that we could get three and a half knots, a little free from the wind. The ship laying nearly on her beam-ends for some time, the pumps could not take out the water, by which some of the cargo got damaged in the lee wing, but I think none of the silk goods are damaged. I have got all my spars cut and brought down to the beach, but as there is neither carpenters, cordage, or iron to be had at this place, I shall only be able to get in a foremast, taking the other spars on deck, and proceed to some other place to refit. St. Blas or Valparaiso will probably be the ports I shall endeavor to reach; we got most of our sails made on our passage after we lost our spars. I have sold about two thousand dollars worth of goods at this place, without being obliged to pay port charges, at from 50 to 100 per cent. advance. I shall endeavor to leave this as soon as possible.

Your obedient servt.,
HENRY MATHEWSON.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.,
Providence, Rhode Island.

No. 54.

12 miles below Guayaquil, *June* 4, 1825.

Messrs. Edward Carrington & Co. and
Cyrus Butler, esq.

Gentlemen: These will advise you of our having just come to anchor at this place, the ship leaking to such a degree that we could but just keep her free with one pump going; we got as far as 10 47 south, when we were obliged to put away for this place.

Way 6. HENRY MATHEWSON.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq., *Providence, Rhode Island.*

No. 55.

Guayaquil, *June* 10, 1825.

Messrs. Edward Carrington & Co. and
Cyrus Butler, esq.

Gentlemen: These few lines will advise you of our safe arrival at this place on the 3d instant, after being at sea 70 days from Mazatlan on our passage for Peru, the ship, most of the time, making two tons of water per hour; after getting to the latitude 10 46, south longitude 89 30 west, I considered it most prudent to put away for this place, as the leak gradually increased in spite of all our endeavors to stop it; where the stem hoops on to the keel

we stuffed in about two bbls. of beef, but her whole bow continued to work to such a degree that a new leak would break out almost every day, and the water would come in to such a degree that I was sometimes afraid we could not keep her free. The gentlemen on the survey, after two examinations, are of opinion that twenty-five thousand dollars would not fit her for sea at this place, and have ordered her sold for whom it may concern.

I have taken all the cargo out; twenty thousand dollars of which I have shipped to Messrs. Aisop & Wetmore at Lima; about ten thousand dollars' worth I have sold at this place; and as soon as I can strip and sell the ship, shall proceed to Lima with what goods I cannot dispose of at this place.

I have shipped, in gold and silver, by the French brig of war, about fifty thousand dollars, to be put on board of one of the American ships of war on the coast of Peru free of expense.

I shall endeavor to reach home as soon as possible after disposing of what goods I have on hand; and, although I have been unfortunate, I hope to lose you no money.

I sincerely wish I had a good ship to perform a voyage which I had contemplated on.

Your obedient servant,
HENRY MATHEWSON.

Ship—20¼.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq., *Providence, Rhode Island.*
Ship Alfred, Capt. Sweet.—[NEW YORK.]

No. 56.

GUAYAQUIL, *June* 24, 1825.

Messrs. EDWARD CARRINGTON & Co. and
CYRUS BUTLER, esq.

GENTLEMEN: Since writing you on the 10th inst., via New York, ship Alfred, I have got the ship stripped, masts out, with every thing else on shore, which will be sold on the 27th inst. in lots, so as to make the most of every thing.

Captain Sweet, of ship Alfred, was one of the survey, and to him I refer you for the situation of the Mercury on her arrival at this place.

I am daily selling off the cargo, though in small lots, as the roads are yet so bad that the merchants cannot come in from Quito; and as these are the purchasers of nankeens, I shall wait till they arrive, which will be in the course of a month; after which I shall proceed for Lima to close my business at that place and dispose of what goods I may have unsold, and ship my *spetia* for China if an opportunity offers—if not, shall take it home with me to Providence.

Goods sold at this place, as follows:

Short nankeen, $1.
Crape shawls, $6 *a* $7
Satins, $26 *a* $35 } Duty, 20 per cent.
Crapes, $12

The 1,500 pieces company nankeens, which I advised you *was* damaged, will be sold at auction in a few days.

Your obedient servant,
HENRY MATHEWSON.

Ship—20.

Messrs. Edward Carrington & Co. and
Cyrus Butler, esq., *Providence, Rhode Island.*

[Balt., *Nov.* 29.]—Care of Captain Lambert.

No. 57.

Guayaquil, 28*th June*, 1825.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.

Gentlemen: The Mercury was yesterday sold at auction; the hull sold for two hundred [and] twenty-five dollars; guns, spars, sails, and rigging, sold altogether, including the hull, for twenty-nine hundred [and] seventy-three dollars.

Your obedient servant,
HENRY MATHEWSON.

Ship—20.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq., *Providence, Rhode Island.*

[Balt., *Nov.* 25.]—Care of Captain Lambert.

No. 58.

Duplicate.

Guayaquil, *July* 22, 1825.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.

Gentlemen: Since the ship was sold, I have been selling off the cargo in small lots to the retailers, as no one would come forward to purchase to a large amount; and, although the whole amount [of] sales will not exceed thirty thousand dollars, every one seems to be supplied with those kind of goods, and will not purchase while they have any on hand.

Several merchants are daily expected from Quito, and to them I am in hopes to make considerable sales; after which I shall proceed for Lima by the first opportunity, and as soon as it is possible to settle my business at that place, shall return home—shall remit my funds to China if an opportunity offers.

Captain James, unbeknown to me, took away the ship's log books, which I wish you to get from him.

Your obedient servant,
HENRY MATHEWSON.

[NEW YORK, *Nov.* 18.]—Ship, 20.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq., *Providence, Rhode Island.*

Per William, New York, Nov. 12.

No. 58½.

GUAYAQUIL, *July* 22, 1825.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Since the ship was sold, I have been selling off the cargo in small lots to the retailers, as no one would come forward to purchase to any amount; and, although the whole amount [of] sales will not exceed thirty thousand dollars, every one seems to be supplied with those kind of goods, and will not purchase while they have any on hand.

Several merchants are daily expected from Quito, and to them I am in hopes to make considerable sales; after which I shall proceed for Lima by the first opportunity, and as soon as it is possible to settle my business at that place, shall return home.

Captain James, unbeknown to me, took away the ship's log book, which I wish you to get from him.

Shall send my funds to China if an opportunity offers.

Your obedient servant,
HENRY MATHEWSON.

[STON.]—Ship, 12.

Messrs. EDWARD CARRINGTON & Co.,
Providence, Rhode Island.

Gibraltar, 3d December, 1825.—Received and forwarded by
Your obedient servants,
HILL & BLODGET,
Per A. BOSANO.

No. 59.

GUAYAQUIL, *August* 16, 1825.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I have this day received a few lines from Alsop & Wetmore of the 30th ult., advising that they had sold the goods I shipped them, as follows, on board:

2,500 pieces short nankeen $1,
7,500 pieces do do 6½ rials,

Crape shawls $6, satins 12 a 13 rials,
Yard crapes $11 p., crossbarred hdks. $15 p.

They also advise me that the ship Superior, belonging to you, is now at the port of Lima for freight or charter. If I can get this ship at a fair charter, I shall return back to Canton, by the way of Manilla, with the intention of returning to this coast again, as I feel confident that a handsome voyage can be made in this route. The particulars of the voyage I will write you from Lima, if I can get the ship; if not, shall return home as soon as possible.

I am now only waiting for an opportunity for Lima—the steamboat is the first, which is to sail on the 30th inst. On board of her I shall put what goods I have unsold, and proceed with them for Lima.

My sales at this place now amount to about $50 thousand dollars; the short nankeens will average about 6¾ rials; piece goods unsold, to amount of about $40 thousand dollars, which, no doubt, will meet with a ready sale at Lima, so that I am in hopes to have but little detention at that place.

I shall send you protest of account of general average, with all other accounts relating to the voyage of ship Mercury from Lima, in case I return to China, which I am in hopes will be satisfactory to you.

Should I take up the ship Superior, I expect to have the same interest in the voyage as I had in the Mercury, and wish you to keep my property constantly insured.

I have had no letter from you since I left Gibraltar.

Your obedient servant,
HENRY MATHEWSON.

[New York, *Nov.* 18.]—Commercial rooms.—Ship, 20.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq., *Providence, Rhode Island.*

Per William.

Received at Panama, Sept. 2d, and forwarded the 27th, 1825, by MacGregor, Hardesty & Wilson.

No. 60.

Lima, *November* 10, 1825.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.

Gentlemen: I left Guayaquil, Sept. 14, in the steamboat, but fortunately could not get my goods on board of her as I expected to have. On the 12th October we put into Guardamgo for wood, and on the 14th, while myself and six other passengers were on shore, the agent of the boat, an Italian, set fire to five barrels of powder which was down in the run; this blew the after part of both decks out as far forward as the mainmast, killed seven passengers, and blew a number of trunks overboard, among which was

one of mine containing ten thousand dollars in gold, with all my papers relating to my business at Guayaquil. I have, however, wrote to Messrs. Bartlett & Swett to send me, as soon as possible, copies of my accounts, protest, and such other papers as is possible to forward relating to my business at Guayaquil. The goods I shipped from Guayaquil have arrived, and sold at fair prices: 7-4 crape shawls, $6½, and other goods in the same proportion.

I have chartered three-fourths of ship Superior to return to Canton via Manilla, and back to this coast, at eleven hundred [and] twenty-five dollars per month for the three-fourths of said ship, the charterers to pay port charges at Manilla, comshaw and measurement at Canton; but, as I take rice from Manilla, I don't expect to have to pay comshaw or measurement at Canton. I calculate to get a part of my return cargo at Manilla—shall sail by the first of December, and calculate to be on this coast again in nine months from the time that I leave it; at which time, if you will have a good ship and fast sailer here for me, I will return back to Canton again one or more times, and will be sure to make money with the information I now have of coast; a ship of 250 tons, good accommoda , and fast sailer, is the ship for this trade.

I expect to have the same interest in the charter of ship Superior as I had in the Mercury, and wish you to keep my part of the property insured, as the policy will be your security for what I may owe you. I shall send you from this a copy of the charter party for said ship, but shall not be able to send you my accounts until my arrival at Manilla or Canton, on account of the loss of my papers. I do not expect my papers will reach this before I leave, and have wrote for a copy of them to be sent to Payta, at which place we stop for stock and vegetables.

HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.,
Providence, Rhode Island.

No. 62.

PAYTA, 5*th December*, 1825.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: We arrived at this place a few hours since, and shall sail again this evening for Canton, via Manilla. I stop at Manilla for a cargo of rice, so as to save the comshaw and measurement at Canton, and shall probably purchase some sugar, cordage, and white ware for this coast, which cannot be had at Canton.

I wrote you, 16th November, via New York, enclosing copy of charter party for three-fourths of ship Superior, with my accounts at Canton, June, 1824—advising you that I should be willing to

make one or more voyages from this coast to Canton and back, provided you would send me a good ship suitable for the trade. A ship 250 tons, fast sailer, with six guns and good accommodations, is the ship for this trade.

Messrs. Alsop & Wetmore will send you copies of protest at Guayaquil and Lima, with certificate of the loss of money on board steamboat Fellica; all the rest of my accounts will be made up so as to send you from Manilla, with the general average account of loss in ship Mercury and steamboat Fellica. If nothing happens to us, I feel confident that we shall be on this coast again by the middle of August, and I think we must make a good voyage. I shall, therefore, recommend your purchasing the interest that the Messrs. Hoppins hold in ship and cargo.

Your obedient servant,

HENRY MATHEWSON.

[*May* 18.]—18.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

LIMA, 4*th January*, 1826.

Forwarded by A. & W.

No. 63½.

Triplicate.

MONTEREY, 12*th November*, 1824.

Messrs. EDWARD CARRINGTON & Co., and
CYRUS BUTLER, esq.

GENTLEMEN: These will advise you of the arrival of ship Mercury at this place on the 25th of October. We left Canton on the 18th June, but as the wind held at east, we did not put to sea until the 27th June, and then with the wind at E. N. E., from which quarter it continued until July 4th. Being then in latitude 20° 48′ N., longitude 121° east, a severe gale set in at nothe, and blew to such a degree for twelve hours that the sea had no chance to rise, the ocean being a complete foam; but as the wind *halled* round gradually to S. W., and then abated, we met with but little disaster, and on the 6th was again able to make sail.

July 8th we passed the Bashee islands, with a fine breeze at N. E. Calculating ourselves clear from tipoons, and expecting nothing but pleasant weather, we again got topgallant yards *a thaught*, but we were soon sorrowfully disappointed.

July 11th, being then in latitude 21 N., and longitude 124 east, a heavy swell began to rise from the east, and at 4 P. M. blew a fresh breeze from N. N. E., which induced us again to shorten sail, and send down topgallant yards. At 8 P. M. hove to under storm mizen-staysail, it blowing a heavy gale from N. N. E., which grad-

ually increased until 9 A. M., at which time we were reeving tackles to get lower yards down, but a heavy sea striking *a thaught* our stern, broke the tiller short off, square with the rudder head. All hands turned to securing the rudder and fitting *an either* tiller, which was not secured until 10 A. M., at which time it was blowing a complete hurricane, and impossible to get tackles aloft, the ship laying with lower yards and lee breast-rail in the water. I now requested that the fore and maintop-masts might be cut away, but it blew to such a degree that not a man on board ship was able to get aloft to cut the lee lanyards of the shrouds, though several attempts were made, both by the mates and seamen. At 11 45 [A. M.] the wind shifted of a sudden from N. N. E. to W. N. W., and blew to such a degree that it was with difficulty a man could hold himself on deck; and the sea, which for several hours previous could not rise, now rose against the wind like pyramids, breaking over the ship from stem to stern.

July 12th, at 2 P. M., the ship lay nearly on her beam ends, so that the water poured down the companion-way. I now requested the foremast to be cut away. As soon as the lanyards of two of the weather shrouds were cut, the mast went over the side clear from the ship, and she partially righted. At 2 30 P. M. the mizen topmast went over the side, and at 3 P. M. the mainmast went over the side, and the ship righted. At this time every thing was afloat in the cabin, our stern ripped to pieces, one of the dead lights in, long boat knocked out of the chocks, round-house and binnacle stove to pieces, our starboard bulwarks all gone, with most of the breast rail, all hands employed in clearing the wreck, but the sea was breaking over the ship in such a manner that we could not clear the spars from her until 6 P. M., at which time we got the lanyards of fore and main rigging cut, so that the spars drifted clear of us. At midnight the gale rather abated.

July 14th, the wind got round to S. W., and moderated, so that we got foretop gallant-sail set forward, and lower steering-sail set aft. The only spars we had left *was* our bowsprit and mizen-mast; the former sprung, and the latter badly wounded. In this situation I considered it as being useless to attempt getting back to China against the S. W. monsoon; we therefore concluded to make the best of our way towards California, or the Sandwich Islands, expecting soon to meet with some whale ships, from which we could get some small spars to assist us along.

August 1st, we had sail set so as to go 3½ knots a little free from the wind. The ship laying on her beam ends for a considerable time, the pumps could not take out the water, by which some of our cargo got damaged in the lee wing, but I believe none of the silks are damaged. I have got all my spars cut, and the lower masts brought down to the beech; but as there *is* neither carpenters, cordage, nor iron, to be had at this place, I shall only be able to get in a foremast, take the other spars on deck, and proceed to

some other port to refit. St. Blass or Valparaiso will probably be the ports I shall endeavor to reach. We got most of our sails made on our passage, after losing our spars. I have sold about two thousand dollars' worth of goods at this place, without being obliged to pay port charges, at 50 to 100 per cent. advance. Shall endeavor to leave this as soon as possible.

Your obedient servant,

HENRY MATHEWSON.

MAZATLAN, *January* 2, 1825.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: These will advise you of our arrival at this place on the 21st, after a passage of 20 days from Monterey. The rains setting in much earlier than usual at Monterey, it was almost impossible to get any thing done at that place. From the 14th until the 30th November, we had continual rain, and but little cessation till the 10th December; we however got fore and mainmast in, fore and mizen topmasts on end, which was all we could do for the want of rigging. I am in hopes we shall be able to get maintopmasts, fore and maintopgallant-masts on end at this place. I have disposed of several articles at this place, to the amount of about twenty-five thousand dollars, viz: blue nankeens, from $1 50 to $1 62, company $0 87½ cts., short 75 cts., laventine gown patterns $11, low priced crape shawls $4, tea $1 50 lb.; all those sold on board free of duty. I shall leave this directly after disposing of such articles as are saleable, and proceed to the southward, but fear shall not be able to refit the ship until we reach Chili or Peru. Was the ship in order, I should return from this coast again to Canton.

Your obedient servant,

HENRY MATHEWSON.

Ship—20.
Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.,
Providence, Rhode Island.

ALVERAIDO, 1*st March.*

Received and forwarded by your most obedient servants,

TAYLOR, SEEARD & CO.

(*Copy.*)

GUAYAQUIL, *August* 16, 1825.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: I have this day received a few lines from Alsop & Wetmore, of the 30th ultimo, advising that they had sold the goods I shipped them as follows, on board: 2,500 ps. short nankeens at $1; 7,500 ps. short nankeens at 6½ rials; crape shawls $6; satins

12 *a* 13 rials per yard; crapes $11 ps.; X barred handkfs. $15 ps. They also advise me that the ship Superior, belonging to you, is now at the port of Lima, for freight or charter. If I can get this ship at a fair charter, I shall return back to Canton, by the way of Manilla, with the intention of returning to this coast again, as I feel confident that a handsome voyage can be made in this route; the particulars of the voyage I will write you from Lima, if I can get the ship; if not, [I] shall return home as soon as possible. I am now only waiting for an opportunity for Lima. The steamboat is the first which is to sail on 30th instant; on board of her I shall put what goods I have unsold, and proceed with them for Lima. My sales at this place now amount to about 50 thousand dollars; the short nankeens will average about 6¾ rials piece. Have goods unsold to amount of about 40 thousand dollars, which no doubt will meet with a ready sale at Lima, so that I am in hopes to have but little detention at that place. Shall send you protest, account of general average, with all other accounts relating to the voyage of ship Mercury from Lima, in case I return to China, which I am in hopes will be satisfactory to you. Should I take up the ship Superior, I expect to have the same interest in the voyage as I had in the Mercury, and wish you to keep my property constantly insured. I have had no letters from you since I left Gibraltar.

Your obedient servant,

(Signed) HENRY MATHEWSON.

(*Copy.*)—*Duplicate.*

GUAYAQUIL, *July* 12, 1825.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: Since the ship was sold, I have been selling *of* the cargo in small lots to the retailers, as no one would come forward to purchase to a large amount; and although the whole amount sales will not exceed 30 thousand dollars, every one seems to be supplied with those kind of goods, and will not purchase while they have any on hand. Several merchants are daily expected from Quito, and to them I am in hopes to make considerable sales, after which, I shall proceed for Lima by the first opportunity, and as soon as it is possible to settle my business at that place, shall return home. Shall remit my funds to China, if an opportunity offers. Capt. James, unbeknown to me, took away the ship's log book, which I wish you to get from him.

Your obedient servant,

(Signed) HENRY MATHEWSON.

No. 61.

LIMA, 16*th November*, 1825.

Messrs. E. CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: I wrote you on the 10th instant, via Panama, advising you of the explosion which took place on board the steamboat Tillica, by which I lost ten thousand dollars in gold, this being the proceeds of goods sold at Guayaquil. I cannot say what part of the loss will fall on the owners of the Mercury, as all my papers relating to the business at Guayaquil *was* blown up; I however think that about two-thirds of the loss will fall on the owners.

The villain who blew the vessel up has some property at Guayaquil, which I have requested Messrs. Bartlett & Swett to attach, and have sent them power of attorney to act in my behalf. I have chartered three-fourths of ship Superior for a voyage to Canton, via Manilla, and back to this coast. Copy of the charter party you have enclosed, which I hope will be satisfactory to you.

I expect to have the same interest in the charter of this ship as I had on the former voyage in ship Mercury, and wish you to keep my interest insured; the policy will be security for what I may owe you. I think I shall have from seventy to eighty thousand dollars on the owners' account this voyage, but shall not be able to send you the accounts until my arrival at Manilla, on account of the loss of my papers, copy of which I shall have to stop at Paita for.

I hope to be on this coast again in nine months from the time I leave it, at which time, if you will have a good ship here for me, I will return one or more times to China, and, with the information I now have of the coast, I think I can do well. A ship 250 tons, fast sailer, good accommodations, with six guns, is the ship for this trade. Have not received any letters from you since I left Gibraltar. I now send you disbursements, account sales, statement of account, and account of money advanced crew at Canton, June, 1824.

Your obedient servant,
HENRY MATHEWSON.

Messrs. E. CARRINGTON & Co.,
CYRUS BUTLER, esqr., *Providence, R. I.*

No. 63.

CANTON, *March* 24, 1826.

Messrs. EDWARD. CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: We left Manilla the 5th of March, and arrived at Lintin on the 14th, where we found the ship Providence, which arrived two days previous.

I called on Messrs. Russell & Amidon the 15th, on my arrival at this place, who would not assist me in my business unless I would

pay them full commissions; I therefore concluded to do my business without employing any person, as I have no idea of paying full commissions to any one, and have all the business to do myself; and when we arrive on the coast of Chili and Peru, if I cannot get a person to assist me for less than five per cent., and then be obliged to pay the enormous charges of store rent and port agency, I shall do the ship's business myself, and only employ some person to enter and clear her.

Manhope, *hon* merchant, has secured the ship for me, and has agreed to take the rice at two dollars and a half the pikle; paddy at thirty per cent. less. We have 3,700 pikles of rice, and 1,085 of paddy.

The silk goods which I am obliged to get made are now contracted for, and are to be delivered in 55 days from the 19th inst., so that I am in hopes we shall leave this by 20th of May. Invoice and bill of lading of the cargo I shall leave with Messrs. Russell *Messrs. Russell* & Co., to be forwarded the first opportunity, if no opportunity offers at the time we get loaded.

We have forty tons of iron on freight from Manilla to the coast, at $25 the ton. Messrs. Perkins & Co. will put some goods on board at this place, on the same terms as they shipped in the Mercury. Two other gentlemen also wish to ship, but what amount either will ship I *no* not.

By Charles Hamet, esq., of Boston, I send you my accounts of ship Mercury's voyage from this to the west coast of America, 1824 and 1825. Copy of protest at Guayaquil and Lima, I shall send you by the ship Phenix, which sails in about 15 days for Philadelphia.

I sincerely hope you will have letters for me at Chili or Peru, at our arrival on the coast, as I have not received a single line from you since I left Gibraltar.

Your obedient servant,
HENRY MATHEWSON.

[Boston, Ms., 22.]—10.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esqr.,
Providence, Rhode Island.

No. 64.

Canton, *April* 7, 1826.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.

Gentlemen: Since writing you on the 24th ult., we have landed our rice, and I have purchased most of the ready made articles to be had for cargo, so that we shall not be detained one day after the silks are finished, which are making.

If an opportunity offers at the time we get ready for sea, shall send you invoice and bill of lading of the cargo; if not, shall leave them with Messrs. Russell & Co. to be remitted the first opportunity.

Enclosed you have protest at Guayaquil and Lima, with Captain David Proudfoot's certificate respecting the money lost in the steamboat Tellica.

I am still of the same opinion as when I left Lima, that if you send me a good ship, of the description I gave you at Lima, *that* I can make something handsome with her, by a few voyages in this trade; but the charter of the Superior runs up *to* fast to be coasting, and I shall endeavor to liberate her as soon as possible after we reach the coast of America, unless I find you have purchased the part belonging to the Messrs. Hoppins. I have not yet determined whether we shall go direct to Valparaiso or Guayaquil.

Your obedient servant,

HENRY MATHEWSON.

CANTON, *April* 14, 1826.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: I fear we shall not be able to sail so soon as I expected, in consequence of the weavers having all stopped working for the purpose of raising their wages.

I called on Manhope last evening, who makes most of the silk goods, and told him that if the ship was detained by his not delivering the silks at the time he agreed to, that is the 12th of May, that he must pay demurrage of the ship $100 per day.

Your obedient servant,

HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq., *Providence, Rhode Island.*

No. 65.

CANTON, *April* 19, 1826.

Messis. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: The silk weavers stopped working on the 8th ult., and are still loitering about the streets, drinking samfeu, not being willing to go to work unless their wages are raised, which the silk merchants refuse doing; this I fear will detain us beyond the time we expected to be, for the want of our silks which were making.

The nankeens are now packing, which I shall send on board next week, with all the other articles except silk goods, and shall endeavor to leave this as soon as possible.

Your obedient servant,

HENRY MATHEWSON.

[NEW YORK, *Sep.* 15.]—Ship, 20.

Messrs. EDWARD CARRINGTON & Co. and
CYRUS BUTLER, esq., *Providence, Rhode Island.*

No. 66.

CANTON, *May* 16, 1826.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: We are now only waiting for our silks, which are *promist* to be delivered by the 7th of June, and if they are not, the contractors agree to pay $100 per day, after that time, until the silks are delivered, but refuse paying any thing for demurrage previous to that date; I therefore think we shall leave this by the 10th June. The weavers did not go to work until the first of this month. The invoice of ship's cargo I hope to send you by the ship, if any, which sails on the first day of June for New York.

Your obedient servant,
HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.,
Providence, Rhode Island.

No. 67.

CANTON, *May* 28, 1826.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: Our silks are all to be finished in six days; the crape goods are all packed, but there has been such steady rain for the four days past, that we have had no chance to pack piece goods.

I was in hopes to have sent you invoice and bill of lading of the Superior's cargo by this opportunity; I shall however send it by the ship Champion, Capt. Magee, who will leave this for Boston about the 20th of June.

I think we shall get away about the 10th of June.

Your obedient servant,
HENRY MATHEWSON.

[PHIL.]—18¾.
Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.,
Providence, Rhode Island.
Ship Fanny, Capt. Falk.

No. 68.

CANTON, *June* 5, 1826.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: Our last chop-boat of goods goes to the ship this evening, and we shall probably proceed down the river to-morrow afternoon; we have $800 dollars freight for Lintin, which will detain us one day to deliver.

I send you invoice and bill of lading of the principal part of ship's cargo, but as I could not get all the goods until this day, it is impossible to send the invoice correct, without detaining the ship, which I am not willing to do one hour.

There will be some duties and other small expenses on the cargo, which I have not yet ascertained; I have therefore sent a parcel of goods on board, marked D, from which the amount of ship's funds will be made up.

Could not recover any thing for the detention of ship, on account of silks not being delivered at the time agreed upon.

Your obedient servant,
HENRY MATHEWSON.

[HOLMES' HOLE, Ms., *Jan'y* 19.]—Ship, 14½.
Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr., *Providence, Rhode Island.*
Ship Champion, Capt. Magee.

No. 69.

VALPARAISO, *October* 5, 1826.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esqr.

GENTLEMEN: We arrived at this place on the 3d instant, direct from Canton. Expecting to sail direct for Lima in the morning, I send you, enclosed, correct invoice of Superior's cargo and bill of lading, invoice of ship's cargo at Manilla, sales at Canton, account of duties, statement of loss on silver, with statement of account at Canton, June, 1826.

Your obed't sv't,
HENRY MATHEWSON.

No. 70.

LIMA, *the 27th November*, 1826.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Yours of the 10th July was received a few days since, and contents noted. We arrived at this place on the 24th October, but as they had just shifted the custom-house from Lima to Callao, Icould not get the ship discharged until the 7th inst. We have since sold most of ship's cargo as follows, payable $25,000 per month:

All the 7-4 crape shawls at Lima,		$5 e.	equal to	$4 14, on board.
Embroidered 7-4	do.	18 e.		16½
8-4	do.	22 e.		20
High-priced	do.	70 e.		65
Satin dresses,		12 e.		10½
Black 4-4 hdkfs.		13 piece,		9½

Cross-barred 7-8 hdkfs.	$18 piece,	equal to	$15	on board.
Satin scarfs,	10 e.		8 80	
Crapes, $6 80 on board.				
Crape dresses,	6		4 80	
Sarsenets, colored,	7 reals yd.	- -	6 rls.	yard.
Black figured sarsenets,	8 reals -	- -	6½	yard.
Laventines,	9 reals -	- -	7½	yard.
Colored satins,	15½ reals -	- -	12½	yard.
Black stripe satin,	20 reals -	- -	16	yard.
40 yds. thin sarsenets,	1st quality, $19 } on board.			
	2d quality, 16 }			
Tortoise-shell combs	- - -	-	$7 00	on board.
Straw matting,	12 reals yard -	- -	10	board.
Gauze dresses, $12 e.	- - -	-	10	
White wax, 66 on board.				
Part of the tea,	10 reals lb. -	- -	1	board.

The sales have all been made at Lima, of course. As the valuation in the custom-house has at times been very low, and at others high, the exact *prises* on board cannot be ascertained with any degree of correctness, but presume they will not differ materially from the *prises* set down.

The Superior will leave this about the 10th of December, but I cannot get either copper or tin at the *prises* you stipulate. I shall, therefore, ship by her what *spetia* Messrs. Alsop & Wetmore will advance, but it will be impossible for me to take passage in her and leave my business all unsettled. I shall, however, endeavor to reach Providence as soon as possible, which I hope will not exceed two months after the arrival of the Superior; in particular, as I find you are so much dissatisfied at my proceedings.

Your obedt. servt.,

HENRY MATHEWSON.

[New York, *Apr.* 28]—Ship, 20.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.,
Providence, Rhode Island.

No. 71.

Lima, *the 21st December*, 1826.

Messrs. Edward Carrington & Co.,
Cyrus Butler, esq.

Gentlemen: Enclosed I send you bill of lading for twenty thousand dollars shipped on board ship Superior, Capt. Ebenezer Andrews. This amount is all I have been able to get from Messrs. Alsop, Wetmore & Co., but they say by the middle of January next, they will pay me nearly the amount sales of ship Superior's

cargo, which I shall ship you by the ship Portia, Capt. Lemuel C. Tripp, who will sail on or about the 15th January for New York, via Coquimbo. In this ship I also hope to take my passage for home.

I sent you memorandum of sales on the 27th ult., and as Capt. Andrews takes the account sales of cargo up to this date with him, it will not be necessary for me to mention the particulars of sales at this time.

The fire-crackers I have shipped for Chili; the sales of them being prohibited at this place.

Your obedt. servt.,
HENRY MATHEWSON.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

No. 72.

LIMA, *the 16th January*, 1827.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Enclosed you have bill of lading for thirty thousand dollars, shipped on board ship Portia, Capt. Lemuel C. Tripp, which leaves Callao in two days for New York, via *Valpar*, Valparaiso and Coquimbo. I take my passage on board for home.

Messrs. Alsop, Wetmore & Co. give me a draft on the house at Valparaiso for five or ten thousand dollars, which I shall invest in pina at Coquimbo, and ship on board the Portia.

Your obedt. servt.,
HENRY MATHEWSON.

Portia sailed 17th Jan'y, 1827, for Valparaiso, Coquimbo, Haasco, and home.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.,
Providence, Rhode Island.

Forwarded, Jan'y 17, '827, Lima.
ALSOP, WETMORE & Co.

No. 73.

NEW YORK, *the 27th May*, 1827.

Messrs. EDWARD CARRINGTON & Co.,
CYRUS BUTLER, esq.

GENTLEMEN: Enclosed you have bills of lading for *spetia* and copper shipped at Lima and Valparaiso, by the ship Portia, Lemuel C. Tripp, master, on account of the owners of the ship Mercury.

The Portia having just arrived at this place, I wish you to inform me if you do or not wish me to bring the *spetia* to Providence, and what you wish me to do with the copper.

Your obedient servant,

HENRY MATHEWSON.

Certificate of Captain David Proudfoot.

I, the undersigned, hereby certify, that on or about the fourteenth day of September last past, Captain Henry Mathewson requested me to assist him in carrying on board the steamboat Telica a quantity of doubloons; that he counted out six hundred doubloons and gave them to me to put up in convenient parcels for carrying on board; that I made them up in four parcels, one of which, containing two hundred and fifty, I took on board the steamboat myself, and the others were taken on board by other persons, and delivered in my presence to Captain Mathewson.

DAVID PROUDFOOT.

GUAYAQUIL, 31*st October*, 1825.

U. S. CONSULATE, *Guayaquil*.

On the thirty-first day of October, one thousand eight hundred and twenty-five, before me, William Wheelwright, consul of the United States of America for the city of Guayaquil, came and personally appeared David Proudfoot, the subscriber to the within writing, and declared the same to be his signature for the purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name [L. S.] and affixed the seal of this consulate, at Guayaquil, on the day and date above.

WM. WHEELWRIGHT.

The above named David Proudfoot, being duly sworn, declares on oath, that the facts set forth in the within writing are just and true.

DAVID PROUDFOOT.

Sworn to before me,

WM. WHEELWRIGHT.

GIBRALTAR, 11*th December*, 1822.

Messrs. EDWARD CARRINGTON & Co.

GENTLEMEN: Captain James paid me, a few days since, one thousand dollars on account of William Bogman, which is placed to your credit, and will be left with Messrs. Hill & Blodget to remit to Canton, as you directed.

Your obedient servant,

HENRY MATHEWSON.

[NEW YORK, *Feb.* 17.]—Ship, 207.

Messrs. EDWARD CARRINGTON & Co.,

Providence, Rhode Island.

Disbursement account of sundries shipped by Fred'ck and Everh'd Delius, in Bremen, on board the Mercury, Capt. Henry Mathewson, by order of the master on board, and for account and risk of Cyrus Butler, esq., and Messrs. Carrington & Co., Providence.

Bought by Capt. Mathewson from J. E. Kock.	
½ dozen knives and forks, at 3 rs. pr. dozen	R 1 36
2 " clasp knives, " 1 r. 32 gs. pr. "	2 64
1 " English fishing hooks	24
1 " " " "	48
72 " " " " 60 g.	30
50 English fishing hooks, 36 " p. 100 pls.	18
50 " " " 45 " " " "	23
1 frying pan	56
Bought by Capt. Mathewson from H. Tenklard, Co. rg.	
1 barrel oil, weighing net 61 lbs., at 9 gs.	7 45
the empty barrel	54
2¼ lbs. English mustard, at 64 g.	2 16
15 ells red flag cloth " 16 "	3 24
20 " blue " " " 14 "	3 64
20 " white " " " 14 "	3 64
Bought from Jobe Poppe.	
60 ells 7-4 Bremen linens, at 37 gs. } for sheets	30 60
18¾ " 6-4 " " " 35 " }	8 67
Paid for sewing	3 36
Bought from sundries.	
25 lbs. candles, at 1 7 pr. 4¼	5 64
1 case sour-crout, weighing gross lbs. 330	
tare " 56	
neat lbs. 274 at 2 gs.	7 44
the barrel	1
46 Edam cheeses, weighing 150 lbs. at 10 gl.	20 60
the basket	14
4½ dozen block pins, at	3 48
1 " plates	54
1 " white cups	32
1 basin	16
2 ewers with crown crims, at 15 gls.	30
1 chamber pot	16
the basket	8
25 bushels potatoes, at 46 gl. pr. b.	15 70
the empty bags	6 54
1 woollen cloth	2 24
6 glass plates, at 5 gls.	30
2 barrels porter " 6 rs.	12
1 harping iron	2 12
14 jugs, at 8 gl.	1 40
4 water casks, at 3 rs.	12
1 box, cont'g 24 bottles old Hock, at 48 g.	16
to the empty box, bottles, &c.	2 40
Paid to the ropemaker, as per bill	333
	518 25
To shipping charges, bill on board	15
To cash paid to the shipbroker for port charges, as per bill	45 57
To our commission—nothing.	R. 579 10

FRED. & ED. DELIUS.

BREMEN, 20*th March*, 1821.

PROVIDENCE, *July* 10*th*, 1826.

Capt. E. ANDREWS:

DEAR SIR: We here hand you copies of our two last letters of 18th March and 25th April, which we confirm. We expect this letter will find you safely returned from Canton, and, we hope, to favorable markets, but we fear the prospects will have changed very much in your absence, and that you will find it difficult to make any considerable sales at saving prices. We know of large shipments, made from all parts of the U. S., of Canton and French silks, will be in market before you, and we expect will supply the whole coast. We now think the best thing you can do is to advise with Messrs. A., W. & Co., and leave with them what goods you cannot readily sell at good profit, and take an advance to the extent of the probable proceeds of the property belonging to the owners, and invest the proceeds in copper, plata pina, silver, Spanish dollars, block tin, or either of them as they may recommend, and take what freight from Capt. M. and others that may offer, and come immediately home. We should have no objection to your going to New York or Boston, if any considerable freight could be obtained by delivering there; or if a full freight could be had for any port of Europe, or elsewhere, or any profitable employment for the ship. We do not expect any freights will be going, nor any employment for the ship; therefore we look to your getting home with all possible despatch. It will not do to be running from port to port with your ship, with a view of selling your goods, as you can probably freight them at a cheaper rate than running your ship. You must be aware that the interest of money and expense is great, and you ought to be away as soon as possible, as we presume Captain Mathewson will not detain you any longer than is absolutely necessary to discharge, so that we see no good reason why you should remain long in port. Copper is now selling at 16 ds. 20; we see but little prospects of any advance here—at most, 17 cts. There has been several shipments made from N. York to Canton, and we know of two other parcels to go. Notwithstanding these large shipments, prices here decline to 16, 16½ cents, owing to the large parcels here and expected. Plata pina of best quality would produce 9¼ dolls. the mark at our mint, and in proportion for poorer quality. Mr. Wetmore has all the information respecting them. There is a loss on gold; old silver will produce about cost; Spanish dollars at par to ½ pr. ct.; block tin, 14 *a* 14½ cts., if purchased at 12 cts. it will pay; cocoa is a bad article, and will not bring costs and charges. It appears, therefore, copper and pina will probably be the best articles, and we should rely very much on the judgment of A., W. & Co., and shall be satisfied if you follow their recommendations in all matters relating to your ship and cargo, and we hope that if no very good employment [is]

to be had for the ship, we shall see you in a few months after your arrival at Lima.

We are your friends,

(Signed) B. & T. C. HOPPIN,
CYRUS BUTLER,
E. C. & Co.

PROVIDENCE, *July 25th*, 1826.

(*Confidential.*)

Messrs. ALSOP, WETMORE & Co.

GENTLEMEN: Our last respects are under date 10th and 13th instant, by way Carthagena, which we fully confirm; duplicates we forward by this conveyance in our letter of 13th instant. We sent you our power of attorney to use in case of need with Capt. Mathewson; since then, we hear the United States ship Brandywine will shortly sail for the Pacific. We avail of this opportunity to send you a duplicate power, and to state our fears that all is not going on well with Capt. M. We do not like to see him willing to be absent so long from his family; he has children at the age that requires a father's care, and we should suppose he would be anxious to return home to his family, and to settle up his voyages, particularly as he has no vessel to operate with. We are aware that your country is calculated to favor any volatile feelings a man [may] give way to, and we fear he has already departed from a strict course of morality, and we know of no business that can support two establishments without spending other men's property. Our losses have been considerable, by sea and otherwise, which we could not avoid, and we should consider ourselves very reprehensible, if we neglected to guard against losses by our agents, after having been admonished of the danger. We hope our fears and alarm have been excited without reason; if so, it will be much in our favor, and we shall be extremely gratified; but, on the contrary, if well founded, we hope this power will arrive in time to save us. We request you will manage to get the whole of the property in your possession; when you are satisfied with this, produce the power, and hold the property, and account with us. Capt. Mathewson ought to have no private property, agreeable to his agreement, but all his earnings is to go into the common stock, and be divided on his return to this country. You will not, therefore, relinquish any to him, but account with us. You will be sensible it will require your management to get possession of all his property before he gets wind of your views, otherwise he will secrete it, when it will be difficult to get at it afterwards. If, however, you think our fears are entirely groundless, and that Capt. M. manages the property judiciously, and does not keep an establishment of women, and is careful and saving in his expenses, and is willing and desirous to return home, and leave his business with

you, and return in the Superior, you will manage accordingly. At all events, we should wish you to get as much of the property as you can into your possession, and, if possible, let the property be shipped in your name, consigned to us, which will put it out of his power to control it. We wish you to consider this letter, as well as all others on this subject, strictly confidential, and we leave you to manage the same as you would if the property was your own, and we rely on your energy to take such bold measures as the case may require to save our property.

Yours,

(Signed) C. BUTLER,
E. CARRINGTON & CO.

Book ‡6.

Accounts rendered by H. Mathewson, from 1820 to 1827.—From page 435 to and including 459.

The owners of ship Mercury in account with Henry Mathewson.

	Dr.	Rix Dolls.	
1821.	To amount invoice of arms, shipped at Bremen on board the Mercury for Peru, Feb. 1821 -	72,533 63	
	To amount invoice of 8 cases linen, shipped on board the Mercury at Bremen, February, 1821	4,585 10	
	Invoice of glassware shipped at Bremen, 1821 -	1,323 7	
	F. & E. Delius' disbursements at Bremen, March, 1821, per bill - - - - -	535 61	
	Brokerage, stamps, &c., charged by F. & E. Delius, at Bremen, March, 1821 - -	149 36	
	Piloting the Mercury from the Texel to the Weaser, February, 1821 - - - - -	100	
		R. 79,227 33	$59,421 9
	My bill disbursements at Bremen, &c., March, 182 , - - - - - -	-	891 94
	To Solomon Townsend's bill for chronometer and sextant, ship's use, February, 1821 - -	-	590
	Ben. James' bill of sundries for ship at the Texel, February, 1821, guilders - - -	2,522 7	$1,008 74
	Cash paid seamen at Newdeep, February, 1821, by Ben. James - - - - -	-	52 25
	To one set of charts for the Pacific Ocean, got at Bremen, 1821 - - - - -	-	24
			61,988 2
	To cash paid Thomas Dickerson & Co., balance of account, April 2d, 1821, £5 12 8, sterling.		
	To balance carried to new account, April 2d, 1821	-	77 32
			$62,065 54

Statement—Continued.

	Cr.			
1820.	By cash of E. Carrington & Co., October the 16th, 1820			$138 35
	By my order on Briant & Sturges, October 20th, 1820			100
	By my draft on Daniel Cromelin & Son at Amsterdam, February and March, 1821, guil. 158,817 7, equal to rix dollars 79,515 67	Rix	79,515 67	
	By allowance made on linen		16 63	
			79,532 57	$59,649 59
	By cash received of Daniel Cromelin & Son, February, 1821, 3,350 guilders			1,340
	By 80 cases gin to Benjamin James, 369 guilders			147 60
	By order on E. Carrington & Co., January 15th, 1821, in favor of Solomon Townsend			590
	By cash Ben. James, received of Hogland, February, 1821 - 150 guilders			
	By cash for ballast sold - 100 do.			100
				$62,065 54
	By cash ordered Daniel Cromelin & Son to pay F. & E. Delius, April 2, 1821, £5 12*s*. 8*d*. sterling.			

E. excepted.

BREMEN, *April*, 1821. HENRY MATHEWSON.

The owners of ship Mercury in account with Henry Mathewson.

	Dr.			
1822. June	Disbursements per bill at Lima, June, 1822		$525 44	
	Disbursements as charged by E. Lynch & Co., at Valparaiso and Lima, 1822		781 95	
	Ben. James' bill of sundries for ship Mercury at Callao, June, 1822		736	
				$2,043 39
	To amount invoice of goods shipped in brig Thetis, for Guayaquil, March, 1822, and consigned to Mackaline Clark for sale			10,896 68
	Paid Wm. Bogman, on account of his passage by way of Panama to Providence, May, 1822		201 25	
	Paid exchanging $3,000 paper, received from the Government of Peru for arms, at 11 per cent.		330	
				531 25
	To amount invoice, $120,000 *spetia*, shipped on board the Mercury at Callao, June, 1822, and bound for Gibraltar			123,122 59
	To amount invoice, 26 barrels powder, shipped by the same, November, 1821, for Valparaiso, consigned to H. Jerauld, for sale on account of the owners of ship Mercury		1,040	

Statement—Continued.

1822. June	To amount invoice, $15,300 *spetia*, shipped on board the Mercury at Callao, June, 1822, and bound for Gibraltar	$16,238	
	To this sum due from the Peruvian Government on account of arms, and left with E. Lynch & Co. to collect, June, 1822	4,577 69	
	To balance carried to new account, June, 1822	33 38	
			$21,889 07
			$158,482 98

Cr.

1822.	By net amount sales of ship's cargo at Lima, June, 1822, per account rendered		$134,408 51
	By cash received of Maskline Clarke, June, 1822, on account sales of goods at Guayaquil, April, 1822	$3,892 65	
	By profits on sales of goods purchased from Government at Lima, May, 1822	4,754 50	
	By cash of Rodolpho, June 8, 1822, for freight of ship Mercury from Lima to Gibraltar, via Rio de Janeiro	15,000	
	By demurrage of ship, 7 days at Callao, June, 1822, *a* $50 pr. day	350	
	By balance of old account	77 32	
			24,074 47
			$158,482 98

E. excepted.

LIMA, *June*, 1822. HENRY MATHEWSON.

The owners of ship Mercury in account with Henry Mathewson.

Dr.

1822. Dec'r	To amount invoice of ship's cargo at Gibraltar, December, 1822, rendered	$39,622 25	
	To cash shipped on board the Mercury at Gibraltar, December, 1822, for Rio de Janeiro	6,500 00	$46,122 25
	To cash paid crew for wages at Gibraltar, December, 1822	3,955 47	
	Hill & Blodget's bill of stores and expenses at Gibraltar, December, 1822	4,496 92	
	To amount George Wheaton's bill for sundries at Gibraltar, December, 1822	263 27	
	To cash advanced seamen on the new portage at Gibraltar, December, 1822	140 00	8,855 66
	To cash left with Hill & Blodget at Gibraltar, December, 1822, per receipt	–	179,901 21
	To amount of sundries at Gibraltar, December, 1822, per bill rendered	141 62	

Statement—Continued.

1822.			
Dec'r	To amount of counterfeit dollars amongst spetia from Lima, December, 1822, and fell short -	$73 00	
	To loss on 43 doubloons from Lima to Gibraltar, December, 1822 - - - - -	43 00	
	Disbursements at Rio de Janeiro, September, 1822, per bill rendered - - - - -	884 64	
	To amount carried to new account - -	1,028 67	
			$2,170 93
			$137,059 05
	CR.		
	By balance of account brought forward - -	–	$33 38
	By cash received from the Mercury at Gibraltar, December, 1822 - - - - -	–	135,300 00
	By premium on $10,500, at 1 per ct., sold at Gibraltar, December, 1822 - - - - -	$105 00	
	By half commissions returned by Hill & Blodget at Gibraltar, December, 1822 - - -	480 22	
	By amount sundries sold at Callao, 1822, by Benj. James, per account rendered - - -	263 00	
	By sales of slops, 1822, per account - -	586 72	
	13 skeins of twine to crew - - -	3 90	
	By cash of a passenger from Rio de Janeiro to Gibraltar, November, 1822 - - - - -	150 00	
	By hospital money received from crew at Gibraltar, December, 1822 - - - - -	38 70	
	By cash deducted from the crew's wages on account of gin they smuggled on the passage from Bremen to Valparaiso, 1821 - - - - -	70 02	
	Net sales on ulage bag coffee at Gibraltar, December, 1822 - - - - -	20 11	
			1,716 67
			$137,050 05

E. excepted.

HENRY MATHEWSON.

GIBRALTAR, *December*, 1822.

The owners of the ship Mercury in account with Henry Mathewson.

1823.	DR.		
Feb'y	To amount of goods purchased at Rio de Janeiro, February, 1823, per invoice rendered - -	–	$5,239 94
	To advance wages paid to seamen at Rio de Janeiro, February, 1823, at $14 50 month - -	$87 00	
	To disbursements, per bill, at Rio de Janeiro, February, 1823 - - - - -	533 13	
	To cash paid ship's cook, discharged at Rio de Janeiro, 1823, February - - - -	15 75	
	To Johanna Pan, seaman, discharged - -	10 00	
	To advanced Christopher Robinson, 2d officer -	20 00	
	Do Olas Swinson, carpenter - -	5 00	
	To paid exchanging money at Rio de Janeiro, February, 1823 - - - - -	26 73	

Statement—Continued.

1823. Feb'y	To cash shipped on board the Mercury at Rio de Janeiro, February, 1823, for Valparaiso - -	$1,089 45	
	To balance carried to new account - -	828 67	
			$2,615 73
			$7,855 67
	Cr.		
	By balance of account brought forward - -	-	$1,028 67
	By cash received from the Mercury at Rio de Janeiro, February, 1823 - - - -	$6,500 00	
	By amount of freight from Gibraltar to Rio de Janeiro, February, 1823 - - - -	327 00	
			6,827 00
			$7,855 67

E. excepted.

HENRY MATHEWSON.

Rio de Janeiro, *February*, 1823.

The owners of ship Mercury in account with Henry Mathewson.

1823.	Dr.		
	To paid E. Lynch & Co., September, 1823, for expenses on gin - - - -	$42 75	
	closing ship's register and gratifications -	52 50	
	Vallancine to Callao, June, 1822 - -	4 00	
	Capt. Fitts for wine - - - -	40 00	
			$139 25
	cash shipped you by E. Lynch & Co., December, 1822, in brig Harriet, Mathew Kelly, master, bound for Baltimore - -	3,400 00	
	expense on shipping the same - - -	274 87	
	export duty, commissions, &c., on $966 31 -	67 62	
	expense to Callao, Sept., 1823, $3, box $4 -	3 00	
			3,745 49
	paid export duty, December, 1823, on $425 -	21 25	
	2 boxes and expenses to Callao - -	8 25	
	cash carried to new account, December, 1823 -	1,383 50	
			1,413 00
			$5,297 74
1823.	Cr.		
	By balance of account due from Peruvian Government, received of E. Lynch & Co. Sept., 1823 - - -		$4,577 69
	net sales of gin left with E. Lynch & Co. for sale, June, 1822, received December, 1823 - - - -		720 05
			$5,297 74

E. excepted.

HENRY MATHEWSON.

Lima, *December*, 1823.

The owners of ship Mercury in account with Henry Mathewson.

1823.	Dr.		
	To paid for license at Santiago, May, 1823 -	$10	
	Do do Valparaiso - - -	2	
	secretary and hospital fees - - -	6	
	captain of the port, fees and franking register -	18	
	notaries' fees in and outwards - - -	30	
	custom-house officers at Valparaiso, May, 1823	10 50	
	tonnage duty at Valparaiso, May, 1823 - -	182	
			$258 50
	allowance made Ferro for difference of quality in creas at Valparaiso, May, 1823 - -	50 25	
	disbursements, per bill, at Valparaiso, June, 1823 - - - - - - -	789 97	
	83 fanagos potatoes, per bill - - -	214 88	
	cash had stole from me at Lynch, Hurtz & Co.'s house, by their steward, June, 1823, 39 ozes.	672 75	
	premium paid Van Lawton, May, 1823, on $6,010, on board U. S. ship Franklin, at 5 per cent. - - - - - -	300	
	premium paid E. Lynch & Co., July, 1823, on $1,161, deposited on board U. S. schooner Dolphin - - - - - -	63 87	
	paid E. Lynch & Co. commissions on freight from Valparaiso to Lima, July, 1823 - -	12 12	
	paid John O'Brian, July, 1823, exchanging 200 ozes. for dollars, at 25 cts. each - -	50	
	disbursements at Callao, September, 1823, per bill - - - - - - -	258 88	
	102 marks plata pina and silver, deposited on board U. S. schooner Dolphin at Callao, July, 1823 - - - - - - -	816	
	paid officer passing pina to Dolphin, July, 1823	25	
	paid custom-house officer sales of sundries from ship - - - - - - -	60	
	paid custom-house officer admitting $7,000 dollars to pass from the Dolphin to the Mercury	35	
	paid officer passing $1,500 from shore to ship, July, 1823 - - - - - -	37	
	paid guard with money from Lima to Callao, September, 1822 - - - -	16	
	paid officers of last visit boat, September, 1823	20	
	paid deposite of $1,161 to Dolphin, Sept., 1823	11 61	
	paid E. Lynch & Co. bill disbursements at Lima, September, 1823 - - - - -	410	
			3,843 33
	Amount carried up - - - -		$4,101 83
	To amount debit brought up, Sept., 1823 - - -		$4,101 83
	paid landing 238 bbls. flour at Callao, July, 1823 -		89 00
	carpenters' bill at Callao, July, 1823 - - -		108 75
	paid John O'Brien for one anchor and cordage at Callao, July, 1823, per bill - - - - - -		418 37
	paid Wm. S. Wetmore for spars, &c., July, 1823, per bill -		396 25
	paid Alexander Ferrone's wages up to May the 1st, 1823 -		32 64
	paid Mattier Derago wages to May the 5th, 1823 -		27 34
	my order in favor of Wm. S. Wetmore on Lynch, Hertz & Co., Valparaiso, per his receipt, June, 1823 - -		3,000 00
	duties and expenses on shipping $6,680 dollars from Lima to Callao, Sept., 1823 - - - - - -		402 34

Statement—Continued.

1823.	To premium paid on $4,000 at Lima, Sept., 1823, at 1 per cent.		$40 00
	premium paid at Valparaiso, May, 1823, on $420, at 5½ pr ct.		23 12
	one bbl. tar $10; one bbl. oil $15; from ship at sea, September, 1823		25 00
	potatoes at Arcker, October, 1823		3 00
	tonnage duty at Arcker, October, 1823		182 00
	captain of the port-fees at Arcker, October, 1823		15 00
	Carried forward		$8,866 64
	Cr.		
	By balance of account brought forward from N. 3	$828 67	
	By balance of account brought forward from N. 4	1,383 50	
	By freight from Rio de Janeiro to Valparaiso, May, 1823	140 50	
			$2,352 67
	By net sales of sundries at Valparaiso, May, 1823		31,103 86
	By cash credited by E. Lynch & Co. at Lima, Sept., 1823, on account of duties paid in copper coin	149 50	
	By net sales of sundries at Lima, Sept., 1823	10,305 50	
	By freight and passage money from Valparaiso to Callao, July, 1823, per freight list	1,730 37	
	By hospital money for two seamen discharged at Valparaiso, May, 1823	$2 07	
	By cash received from the Mercury at Valparaiso, May, 1823	1,089 45	
			$13,276 89
	Carried forward		$46,733 42

The owners of ship Mercury in account with Henry Mathewson.

	Dr.		
1823.	To amount brought forward		$8,866 64
	duty on export of spetia at Arcker, Oct'r, 1823	$40 00	
	paid Geo. Wheaton's bill at Arcker, Oct'r, 1823	35 12	
	advance wages to 3 seamen shipped at Callao, September, 1823	56 00	
	cash paid E. Lynch & Co. at Lima, Dec'r, 1823, on account of loss in duties on flour sold Ramos, July, 1823	405 13	
	cash paid E. Lynch & Co. on account sales of uniforms at Lima, December, 1823	205 62	
			741 87
	To amount invoice of pina and silver shipped on board the Mercury, January, 1824, for Canton		34,248 75
	paid changing $3,500 at Lima, December, 1823, a 1 pr. ct.	34 94	
	paid deposit of 102 marks pina on board Dolphin, 1823	8 00	
	E. Lynch & Co.'s bill tonnage duty, &c., at Lima, December, 1823	339 50	
	paid for old copper at Callao, December, 1823, bill	101 90	
	duties at Lima, Dec'r, 1823, on $4,000, 5 pr. ct.	200 00	
	boxes for money at Lima, December, 1823	7 00	
	paid last visit officer at Callao, December, 1823,	25 00	
	George Wheaton's bill at Callao, Dec'r, 1823,	103 00	
	John O'Brian's bill at Callao, December, 1823	15 75	

Statement—Continued.

1823.	To remitted Thomas Dickerson & Co., London, December, 1823, in R. Proctor, esq.'s bill No. 197, on Thomas Virnder, jun'r, London, on account of the Peruvian Government loan –	$4,322 50	
	paid port charges at Whanchan, January, 1824 –	175 00	
	loss on 676 patriot *onces* at Lima and Truxillo, December, 1823, a 25 cts. E. – –	169 00	
	invoice of 50 bales cotton, with port charges, shipped on board the Mercury at Payta, January, 1824 – – – – –	376 75	
	disbursements at Lima, Whanchan, and Payta, December, 1823, and January, 1824—bill –	435 69	
	paid E. Lynch & Co., December, 1823, for $3,600 afloat, a 6 pr. ct. – – – –	180 00	
			$6,494 03
			$50,351 29
	Cr.		
	By amount brought forward – – –	–	$46,733 42
	By freight from Callao to Arcker, October, 1823 –	$65 00	
	By net sales of sundries at Arcker, October, 1823, per account rendered – – – –	2,426 63	
	By freight from Arcker to Callao, October, 1823 –	214 25	
	" passage money from Arcker to Callao, Oct., 1823	80 00	
	By gain on 186 Spanish ounces at Arcker, 1823, a 25 per cent. – – – – –	46 50	
	By sales of sundries at Lima, December, 1823, per account rendered – – – –	16,198 11	
	By cash received of S. Prevost at Lima, December, 1823, on account of vallancine hire – –	30 25	
	By expenses on pina to Dolphin, being twice charged	25 00	
			19,085 74
			$65,819 16
	Amount debit brought up – – –	50,351 29	
	To cash advanced seamen at Callao, 1823 – –	339 29	
	To one sheet chart of the coast of Peru – –	5 00	
	To cash in Spanish dollars shipped on board the Mercury for Canton, January, 1824 – –	14,294 91	
	To balance carried to new account, January, 1824 –	828 67	
		$65,819 16	

E. excepted.

HENRY MATHEWSON.

Payta, *January*, 1824.

The owners of the ship Mercury in account with Henry Mathewson.

	Dr.		
1824.	To paid Lynch, Hertz & Co. for timber, &c. for ship at Valparaiso, June, 1823, per bill – –	$51 25	
	To amount George Wheaton's wages settled at Canton, April the 20th, 1824, per receipt – –	507 00	
			$558 25
	To amount invoice of Mercury's cargo shipped at Canton for Chili and Peru, June, 1824 – – –		45,829 92

Statement—Continued.

1824.	To cash left with Russell & Co. to pay extra expenses against the Mercury at Canton, June, 1824	$385 39	
	To cash due from E. Lynch on account of freight of 78 bales cotton from Peru to Canton, April, 1824	299 92	
	To counterfeit dollars returned by Russell & Co. at Canton, June, 1824	11 00	
	To Russell & Co.'s disbursements for Mercury at Canton, June, 1824, per bill	6,008 90	
	To sundries for ship at Whampoa, June, 1824, per bill	334 62	
	To amount advanced seamen at Canton, June, 1824, per account	1,054 37	
	To amount carried to new account, June 27, 1824	470 56	
			$8,564 76
			$54,952 93
	Cr.		
	By balance of account brought from N. 5		$828 67
	By my order on E. Carrington & Co. in favor of George Wheaton, dated at Canton, April 20, 1824	$503 60	
	By hospital money from George Wheaton, April, 1824	3 40	
	By amount of freight from Peru to Canton, June, 1824	1,162 00	
			1,669 00
	By sales of silver and spetia at Canton, June, 1824, per sales rendered		49,955 26
	By cash received of Russell & Co. at Canton, June, 1824, on account of money shipped on board the George by Wm. S. Wetmore at Chili, Nov. 1823, on my account		2,500 00
			$54,952 93

E. excepted.

HENRY MATHEWSON.

Canton, *June*, 1824.

The owners of ship Mercury in account with Henry Mathewson.

	Dr.		
1825.	To cash paid Captain Wm. Kiddy for goods fell short in the following numbers in the margin:		
[M] ‡ 31	12 crape shawls, $4	$48	
90	2 pieces sarsenet, $14	28	
3	3 pieces taffatans, $15	45	
			$121 0
	disbursements at Monterey, December, 1824, per bill rendered	1,052 6½	
	disbursement at Mazatlan, March, 1825, per bill rendered	1,669 2½	
	transit duty on goods shipped at Guayaquil, Sept. 1825, by the Fifeshire, for Lima	219	
	freight of goods from Guayaquil to Lima, in Fifeshire, Sept. 1825	400	
	duties paid on export of $14,000 at Guayaquil, and premium, Sept. 1825, at 4 per cent.	560	
	porterage and bags for the same	7	
	transit duty at Chorillos on $14,000, per Fifeshire, October, 1825, at 1 per cent.	140	
	export duty at Lima, November, 1825, on $27,415, a 5 per cent.	1,370 6	

Statement—Continued.

1825.	To premium on $27,415, a half per cent. – –	$137 0½	
	expenses at Lima, Nov. 1825, shipping $27,415 to Chorillos – – – – –	94	
	deposite paid U. States frigate United States on $50,000, a 1 per cent. – – –	500	
	disbursements at Guayaquil, Sept'r, 1825, bill –	1,324 7	
	seamen's wages paid at Guayaquil, June, 1825, per account rendered – – – –	4,535	
	your proportion of average loss in *spetia* by the blowing up of steam brig Telica, October the 11th, 1825, per statement – – –	3,861 5½	
	to expense charged by Wm. S. Wetmore on *spetia* shipped at Valparaiso, November, 1823, by the ship George for Canton, on the Mercury's account – – – – –	203 6	
			$16,075 2
	Carried forward – – –		$16,196 2
	To amount brought forward – – – –		16,196 2
	To cash shipped at Lima, November, 1825, on board ship Superior, E. Andrews master, bound for Canton, via Manilla, in bar silver, pina, gold and dollars – – – – – –		73,371 1½
	To cash carried to new account, November 26, 1825		470
			$90,037 3½
	Cr.		
	By balance of account brought from N. 6 – –		$470 4½
	cash charged to Benj. James at Guayaquil, June, 1825, as advanced by you to his wife – –	510	
	abatement made on duties at Guayaquil, September, 1825 – – – – –	232 7½	
	abatement made on storage by Bartlett & Swett at Guayaquil, September, 1825 – – –	40 2	
	cash received of Nixon & Macol at Lima, Nov. 20, 1825, on account sales of 19 quarter casks of wine left with them for sale, Dec. 1823 –	354 7½	
	cash received of E. Lynch, November, 1825, balance due on account of the freight of cotton to Canton, June, 1824 – – – –	299 7½	
	hospital money received from crew at Guayaquil, June, 1825 – – – – –	58 5	
	sales of sundries to crew, 1824, per account rendered – – – – –	436 2½	
	net sales of sundry stores from ship at Guayaquil, September, 1825, per account rendered –	1,287 4½	
			3,220 4½
	net sales of the Mercury's cargo on the west coast of America, 1825, account rendered – –	–	73,974 1
	freight list from Canton to the west coast of America, 1825, account rendered – – –	–	6,169 2½
	amount received of Butler & Carrington for general average loss on ship Mercury, June, 1825 –	42 65	
	do. of Perkins & Co. for do. – – –	1,862 38	
	do. of Thomas F. Forbes, do. – – –	105 43	
	do. of Samuel Russell, do. – – –	186 42	
	do. of Charles N. Talbot, do. – – –	37 14	
	do. of Henry Mathewson – – –	268 42	
			2,502 5½

Statement—Continued.

1825.	By sales 30 ship's oars, June, 1825 - - -	50 00	
	cash advanced by Alsop, Wetmore & Co. on goods left with them for sale, November, 1825 -	400 00	
	eleven counterfeit dollars passed at Monterey, refused at Canton, June, 1824 - -	11 00	
			$461
	Carried forward - - -		$86,798 0
	By amount brought forward - - - -		$86,798 0
	cash received of Wm. S. Wetmore at Lima, Nov. 1825, on account of an order gave him on Lynch, Hertz & Co., Valparaiso, June, 1823 -	500	
	net sales of ship Mercury at Guayaquil, July, 1825, account rendered - - - -	2,454 5	
	balance of account due Butler and Carrington & Co., November, 1825, account rendered -	284 6	
			3,239 3
			$90,037 3

E. excepted.

HENRY MATHEWSON.

LIMA, *November* 26, 1825.

The owners of ship Mercury in account with Henry Mathewson.

	DR.		
1826.	To your three-fourths of $7,372 52, amount of ship Superior's cargo of rice shipped at Manilla for Canton, March the 4th, 1826 - - - - -	$5,529 39	
	To your three-fourths of $1,558 44, amount of disbursements for ship Superior at Manilla, March, and Canton June, 1826, per bill rendered -	1,168 83	
			$6,698 22
	To your interest in cargo of ship Superior, shipped at Canton, June, 1826, for the west coast of America, per invoice rendered, $96,878 76 -	- -	73,647 50
	To paid Russell & Co., bill extra expenses of ship Mercury at Canton, June, 1824 - -	346 98	
	To difference in sales old copper—		
	In June, 1824, Russell & Co. credit the sales - - - $165		
	In June, 1826, they credit the sale only 127 21		
	Difference in sales - - -	37 79	
	Amount of bad dollars returned at Canton, June, 1826 - - - - - -	31	
	To loss on sales of gold, silver, and pina, at Canton, June, 1826, per account rendered -	1,824 44	
	To 9 pieces black satin, box D, ‡10, *a* $13 20 piece	118 80	
	Cash to new account, June, 1826 - -	2 30	
			2,361 31
			$2,707 03

Statement—Continued.

	Cr.		
1826.	By your ¾ of $10,886 78, amount sales of the cargo of ship Superior at Canton, May, 1826, per account rendered – – – –	$8,165 08	
	By your ¾ of $860 50, amount of freight made in ship Superior from Canton to Lintin, June the 10th, 1826, per freight list rendered – –	465 38	
			8,810 46
	By amount of *spetia* shipped at Lima, November, 1825, by ship Superior, and landed at Canton, March, 1826 – – – – –	–	73,371 18
	By amount charged in account, June, 1824, left with Russell & Co., at Canton, to pay extra expenses of ship Mercury – – –	385 39	
	By premium on $4,000, old head dollars, sold Encong at Canton, March, 1826, *a* 3½ per cent. –	140 00	
			525 39
			$82,707 03

E. excepted. HENRY MATHEWSON.

June 10, 1826.

The owners of ship Mercury in account with Henry Mathewson.

	Dr.		
1826.	To your ¾ of $50 49, disbursements for ship Superior at Valparaiso, October, 1826 – –	$37 7	
	To 12 dozen beer at Valparaiso, October, 1826 –	30 0	
			$67 7
	To cash paid Captain E. Andrews at Lima, Nov. 8, 1826, for the charter of ship Superior from Lima to China, and back to Lima, in 1826, *receit*	–	12,750
	To ¾ of $133 37, disbursements for ship Superior at Lima, November, 1826 – – –	–	100
	To amount invoice of *spetia* shipped Edward Carrington & Co. and Cyrus Butler, esq., December 16, 1826, by ship Superior, E. Andrews, master, bound for Providence, Rhode Island –	–	21,042
	Board and house rent at Lima, from November the 1st, 1826, to January the 17th, 1827 – –	–	105 2
	To amount invoice of *spetia* shipped Edward Carrington & Co. and Cyrus Butler, esq., by ship Porcia, Lemuel C. Tripp, master, January 15, 1827, and bound for New York – –	–	31,765 4
	To ¾ of $53 12, expense transhipping sundry goods from ship Superior to other ships at Callao, December, 1826 – – – –	39 6¾	
	To amount charged by Alsop, Wetmore & Co. for bad debts, &c., on goods sold in August, 1826	167 7½	
	To amount invoice of copper shipped at Valparaiso, February, 1827, by ship Porcia, Lemuel C. Tripp, master, bound for New York – –	5,040 2	
			5,248 0¼
	To my passage from Lima to New York, and expense stopping at Valparaiso, in ship Porcia, February, 1827, per bill – – –	411 1	
	To ¾ of $381, interest charged by Alsop, Wetmore & Cryder on money advanced at Valparaiso, October the 14th, 1826, on account of goods sold from the cargo of ship Superior, October, 1826	285 6	
			696 7
	Carried forward – – – –		$71,775 4¼

Statement—Continued.

	To amount brought forward – – –		$71,775 4½
1827.	To cash delivered Alsop, Wetmore & Co. at Lima, October the 24th, 1826, in John Heath's draft on G. Parker, pay 20 days' sight – –	$2,810	
	To cash delivered Alsop, Wetmore & Co. at Lima, October the 24th, 1826, in Alsop, Wetmore & Cryder's draft on Alsop, Wetmore & Co. at Lima, pay 10 days' sight – – –	3,000	
	To cash credited you, November the 26th, 1825, received of Alsop, Wetmore & Co. at Lima, in advance on goods left with them for sale belonging to the cargo of ship Mercury from China, June, 1825 – – – – –	400	
			6,210
	To wages from the 18th October, 1820, to June the 1st, 1827, 79 months, 12 days, *a* $50 per month	3,970	
	To this amount, per agreement, attending to ship's business in Europe, 1820 and 1821 – –	700	
	Commission on $55,000 thousand dollars, amount of property returned owners of ship Mercury from 1823 to June, 1827, *a* 5 per cent. –	2,750	
			7,420
			$85,405 4½
	To cash over credited in freight from Thomas F. Forbes, November, 1826 – – – –		25 2½
			$85,430 6¾
	Cr.		
1826.	By your proportion of $18,939 56, net sales of sundries from cargo of ship Superior at Valparaiso, October the 14th, 1826 – – –		$14,397 7¾
	By net sales of 9 pieces black satin from box D, ‡10, at Valparaiso, October, 1826 – –	$213 6	
	By net amount sales of sundries from the cargo of ship Mercury at Lima, August, 1826 – –	1,804 7½	
	By cash received of Alsop, Wetmore & Co. at Lima, January 15, 1827, on account of the loss in weight of pina purchased of them, November, 1825 – – – – –	363 3	
	By cash received of Alsop, Wetmore & Co. at Lima, January 15, 1827, for charges on goods by the brig Maropa on shore, when the goods were sold afloat, July, 1825 – – –	117 3	
			2,499 3½
	By amount invoice of *spetia* received of Alsop, Wetmore & Co. at Lima, December the 16th, 1826, on account sales of the cargo of ship Superior at Lima, November, 1826 – – –		21,042
	By amount invoice of *spetia* received of Alsop, Wetmore & Co. at Lima, January the 15th, 1827, on account sales of the cargo of ship Superior at Lima, November, 1826 – – –		31,765 4
	By ⅞ of $805, freight of iron, in ship Superior, from Manilla to Valparaiso, October, 1826 –	603 6	
	By my order on Alsop, Wetmore & Co. at Lima, November the 8th, 1826, in favor of Captain Ebenezer Andrews, pay at sight – –	3,866	
			4,469 6
	Carried forward – – – –		$74,174 5½

Statement—Continued.

	By amount brought forward - - -		$74,174 5½
1827.	By ¾ of $689 25, freight list of ship Superior from Canton to Lima, Nov., 1826 - - -	$516 7½	
	By my draft on Alsop, Wetmore & Co., at Lima, in favor of Alsop, Wetmore & Cryder, the 16th February, 1827, pay 10 days' sight - -	10,000	
			10,516 7½
	By your proportion of $33, sales 2 boxes China at Callao, December, 1826 - - -	25 ¾	
	By sales of 31 counterfeit dollars at Lima, December, 1826, returned as bad at Canton, June, 1826 - - - - - -	5	
			30 0¾
	By freight of my goods, from China to Peru, in ship Superior, 1826 - - - -	1,868	
	By balance brought from N. 7 - - -	470	
	By balance brought from N. 8 - - -	2 30	
	Passage money from Gibraltar to Rio de Janeiro, February, 1823 - - - -	150	
	Freight of 43 feet of goods from Gibraltar to Peru, July, 1823, *a* $50 the ton - - -	53 75	
			2,544 05½
			$87,265 6¼

Book entitled Defendant's Account, filed with Masters, August 13th, 1832.

No. 1.

Edward Carrington & Co. and Cyrus Butler, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

	Dr.		
1821.			
January	To amount invoice of arms, shipped at Bremen, 1821 - - - - - -	R 72,533 63	
	" amount invoice, 8 cases linen, shipped at Bremen, 1821 - - - -	4,585 10	
	" amount invoice of glassware - -	1,323 07	
	" F. & E. Delius' bill disbursements - -	535 61	
	" brokerage, stamps, &c., charged by F. & E. Delius, at Bremen, in 1821 - -	149 36	
	" pilotage of the ship from the Texel to Grotenseal, 1821 - - - -	100 00	
		R 79,227 33	$59,421 09
	Note.—(This first amount is footed in rix dollars, and the amount carried in the right hand column is in our currency, after the rate of seventy-five cents the rix dollar.)		
	To my bill of disbursements at Bremen, 1821 - -		891 94
No. 1	" Solomon Townsend's bill for chronometer and sextant for ship's use - - - -		590 00

No. 1—Continued.

1821. January	To Capt. Benjamin James' bill for sundries for the ship at the Texel, (guilders) - -	2,522 7	$1,008 94
	Note.—(This account in guilders is carried out at the rate of 40 cents the guilder.)		
	To amount Capt. Ben. James, paid seamen at Newdeep, 1821 - - - - -		52 25
No. 2	" set charts of the Pacific ocean - - -		24 00
	" cash paid Thomas Dickason & Co., balance of accounts, April 2d, 1821 - - £5 12 8 *stl'g.*		
			$61,988 22
	To balance, being cash on hand, carried to new account - - - - - -		77 32
			$62,065 54
	Cr.		
1820.	By cash of E. Carrington & Co., October 16th, 1820 - - - - - -		138 35
	" my order on Bryant and Sturges, Oct. 20th, 1820 - - - - - -		100 00
	" sundry drafts on Daniel Cromelin & Son, Amsterdam, in Feb. and Mar. 1821, for 158,817 7 guilders, equal to - 79,515 67 rix dollars allowance on linens - 16 63		
	rix dollars, at 75 cents the dollar, is -	79,532 67 -	59,649 59
	" cash received of D. Cromelin & Son, Feb'y, 1821, 3,350 guilders - - - -		1,340 00
	" 80 cases gin to Ben. James, 369 guilders -		147 60
	" order on E. Carrington & Co. and Cyrus Butler, 15th January, 1821, in favor of Solomon Townsend - - - - -		590 00
	" cash Capt. Ben. James, of Hagland, guil. 150		
	" cash " " " for ballast 100		
		-	100 00
	" cash ordered D. Cromelin & Son to pay F. & E. Delius, April 2d, 1821 £5 12 8, *stl'g.*		
			$62,065 54

No. 2—Mercury's 1st voyage.

Edward Carrington & Co. and Cyrus Butler, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

	Dr.		
1822.	To bill of disbursements at Lima, in 1822 -	$525 44	
	" " of disbursements for E. Lynch & Co.'s bill at Valparaiso and Lima - -	781 95	
	" " of disbursements for Ben. James' bill at Callao, 1822 - - -	736 00	
			$2,043 39

No. 2—Continued.

1822.	To invoice goods, shipped per brig Thetis for Guayaquil, March, 1822, and consigned to Maskline Clarke - - - -		$10,896 68
	" paid Wm. Bogman, on account his passage to Providence, via Panama, May 10, 1822 -	$201 25	
	" paid the exchange or discount on $3,000 of paper, received from the Peruvian Government, *a* 11 per ct. - - - -	330 00	
			531 25
	" amount invoice, $120,000, shipped on board the Mercury at Callao, June, 1822 -	120,000 00	
	" expenses incurred in getting the same on board - - - - - -	3,122 59	
			123,122 59
	" amount invoice of 26 bbls. powder, shipped to Horatio Jerauld, at Valparaiso, Nov. 23d, 1821 - - - - - -		1,040 00
	" balance due from the Peruvian Government, left with E. Lynch & Co. to collect, 1822 -		4,577 69
	" invoice of $15,000, shipped on board the Mercury, at Callao, June, 1822 - -	15,300 00	
	" charges for getting the same on board -	938 00	
			16,238 00
	" balance due the owners, carried to new account and credited - - - -		33 38
			$158,482 98
	To bill disbursements paid at Rio de Janeiro, in Sept., 1822 - - - - - -	884 64	
	" loss made on 43 doubloons, from Lima to Gibraltar - - - -	43 00	
	" paid crew at Gibraltar, where the ship was discharged in Dec., 1822 - - -	3,955 47	
	" loss on counterfeit dollars found in specie brought from Lima - - - -	73 00	
			4,956 11
	" this amount of Hill & Blodget's bill of Dec. 28, 1822, which was for fresh provisions, vegetables, &c., furnished the ship while lying at quarantine on her arrival from Lima, (see paper marked A, for the items) -	101 31	
	" this amount of Hill & Blodget's bill of Dec. 28, 1822, which were expended in repairs for the ship at Gibraltar, in order to receive a cargo for the new voyage, (see the items in paper marked A) - - - -	1,905 06	
			2,006 37
	" my commission for attending to the ship's business in Europe, in 1820 and '21, pr. agt.	700 00	
	" my wages as captain, from 18th, Oct. 1820, to 18th November, 1822, 25 mos., *a* $50 -	1,250 00	
			1,950 00

1822.	To cash left with Hill & Blodget, per receipt, Dec., 1822, per your orders - - -		$79,901 21
	" this amount then remaining as a balance, transferred to cr. in new account (at Gibraltar) -		47,551 14
			$136,364 83
	To this amount which was credited to the owners, and which I gained on a speculation of goods at Lima, in April, 1822, in which none of their funds were used, nor was I authorized so to do by the owners, nor have they ever ratified, in any way, the transaction - - - - - -	$4,754 50	
	" this amount, as near as I can judge, made by me and credited to the owners, on the adventure in brig Thetis to Guayaquil, in April, 1822, and which was remitted to them by Edwin Jenckes; this was also a speculation not authorized by the owners at the time, nor has it been ratified by them since; about - - - - -	1,700 00	
			6,454 50
	" balance due E. Carrington & Co. and Cyrus Butler, on leaving Gibraltar, for the new concern, or second voyage, cr. to acct. No. 1, of new voyage - - - -		41,096 64
			$47,551 14
	Cr.		
1822.	By net amount sales of ship's cargo at Lima, in June, 1822, per acct. rendered - - -		$134,408 51
No. 3	" cash received of Maskline Clarke, June, 1822, on acct. of sales goods shipped to Guayaquil, April, 1822 - - - - -		3,892 65
	" net profit on sales of goods purchased of Government at Lima, May, 1822 - - -		4,754 50
	" amount rec'd of Rodolf, June 8, 1822, for the charter of ship to Gibraltar, via Rio Janeiro - - - - - -		15,000 00
	" received for demurrage, 7 days, *a* 50 dollars per day - - - - - -		350 00
	" balance due the owners brought from account No. 1 - - - - - -		77 32
			$158,482 98
	By balance due the owners at Lima, brought to new account at Gibraltar - - - -		33 38
	" net sales made of sundries at Callao, by Benj. James - - - - - -	263 00	
	" net sales of slops and twine on board the ship, in 1822, per account - - -	589 62	

No. 3—Continued.

1822.	To hospital money received from crew at Gibraltar	$38 70	
	" amount received from crew for gin smuggled on voyage from Bremen to Valparaiso, in 1821	70 02	
	" rec'd for sales of ullage bag coffee at Gibraltar	20 11	
	" received for provisions furnished passenger from Rio de Janeiro to Gibraltar	50 00	
			$1,031 45
	" this amount cash landed from Mercury at Gibraltar, Dec., 1822, as per acct. rendered		135,300 00
			$136,364 83
	By balance due per contra side, brought to new account		$47,551 14

No. 4.

Edward Carrington & Co., and Cyrus Butler, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

1823.	Dr.		
No. 6	To paid E. Lynch & Co., September, 1823, for expenses on gin	$42 75	
" 7	paid closing ship's register and gratification	52 50	
" 8	paid vallancine to Callao, June, 1822	4 00	
" 9	paid Capt. Fitts for wine	40 00	
			$139 25
	cash shipped you by E. Lynch & Co., December, 1822, in brig Harriet, Mathew Kelly, master, bound for Baltimore	3,400 00	
	expenses paid on shipping the same	274 87	
No. 10	export duty, commission, &c., on $966 31	67 72	
"	expenses to Callao, Sept., 1823, $3, box $4	3 00	
			3,745 49
"	paid export duty, December, 1823, on $425	21 25	
"	2 boxes and expenses to Callao	8 25	
	cash carried to new account, Dec'r, 1823, of E. Carrington & Co., Cyrus Butler, and Henry Mathewson	1,383 50	
			1,413 00
			$5,297 74
1823.	Cr.		
	By balance of account due on account of Peruvian Government, received of E. Lynch & Co., Sept., 1823		$4,577 69
	By net sales of gin left with E. Lynch & Co. for sale, June, 1822, received Dec'r, 1823		720 05
			$5,297 74

Lima, *December*, 1823.

E. excepted.

A.

Items abstracted from Hill & Blodget's bill of December 28, 1822, *made at Gibraltar, and which are chargeable to the first adventure.*

Nov. 10	Cash paid for fresh provisions, potatoes, &c., boat and guard hire	10 10 12		
11	Cash paid do do do	12 4 8		
12	Do do do do	12 3 10		
13	Do do do do	9 2 14		
14	Do port and quarantine charges	12 0 0		
19	Do for keg butter, 61 lbs., at 3 f.	15 3 0		
25	Do labor on board, per order	28 0 0		
	Do cartage dollars to house	1 3 0		
		*101 3 12		$101 31
	Cash paid J. Duffield & Co. for chain cable and appurtenances, cwt. 90 2 3, at 11 dollars per 112 lbs.	995 9 8		
	Do cartage and labor on do.	3 3 0		
	Do R. Keeling for kedge anchor, 3 1 26, at $11 for 112 lbs.—cartage do., 6 rls.	38 9 10		
	Do R. Weir for hawser, 9 2 20, at $14	135 6 0		
	Do James Moore's carpenter's bill	411 9 8		
	Do Wm. Chines for blacksmith's work on ship	62 3 0		
	Do Wm. Sheiwell's bill for anchor-house and bbl. wood stock	240 2 2		
	Do Lighter for taking off anchor and cable to ship	17 6 0		
				1,905 06
		†1,905 0 12		$2,006 37

* These are expenses incurred while riding quarantine for supplies for passengers, &c., &c., and which belong to the first voyage's accounts.

† These are necessary repairs, &c., put upon the ship at Gibraltar, in order to make her in a proper condition to receive her cargo and to perform her intended voyage with safety, and are charges which belong to the first adventure.

Items abstracted from Hill & Blodget's bill (which, with those on the contra side, make the whole bill,) of Dec'r 28, 1822, *made at Gibraltar, and which are chargeable to the second adventure of the Mercury.*

To paid for 103 0 9 sph. wt. bread, at 6¼ per cwt.		670 0 12	
paid for 3 half chests souchong tea, 116 lbs., at 5 s.		48 4 0	
paid Eml. Tindella for empty hhds. for bread, and cooperage		108 1 8	
paid J. Hadwin & Co. for 50 bbls. Irish beef, at $12, $600; 1 per cent. less discount, $6		594 0 0	
paid Wm. Gray & Co. for 19 bbls. Irish pork, at $14	266 0 0		
Do 23 bbls. Irish beef, at $12	276 0 0		
	542 0 0		
Less discount, 1 per ct.	5 5 0		
		536 7 0	
paid Jas. Spittle's bill ship chandlery		331 1 12	

A—Continued.

	To paid J. D. Thruston for medicines - -	20	0	0	
	paid for an empty cask - - - -		6	0	
	paid order for labor $30; paid Wm. Cozens for berths, fire-wood, &c., $20; paid J. Wilson for stove-pipe, &c , $12 7 8; paid labor packing bread $2 0 0; paid for 2 cwt. of peas $66 0 2; drums figs $4 0 0; 20 cwt. of potatoes and gondola $13 6 0; paid for 5 doz. fowls $35 0 0; nautical almanac, &c., $8 0 0; paid for charts, &c., $6 0 8; paid for Indian corn and boat hire $11 0 0 - - -	148	8	0	
	paid Scott for Indian bbl. wine - - -	10	0	0	
	paid Derguied qr. cask wine $15 0 0; porterage to wharf 6 rls. - - - -	15	6	0	
	paid bill health $1 0 0; for bags for corn $1 0 0; 45 lbs. beef, at 8½, $5 7 8 - - -	7	7	8	
					$2,490 55
		2,490	6	8	
	These several items make the whole of Hill & Blodget's bill of $4,496 92.				

No. 1—New voyage.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

	Dr.				
	To Hill & Blodget's invoice of cargo at Gibraltar for new voyage - - - -	$39,622	25		
	so much of Hill & Blodget's bill of disbursements, furnished for this new adventure, (see items in paper marked A, at the end of this account) - - - - -	2,490	55		
	paid George Wheaton's bill sundries for ship -	263	27		
	paid my bill sundries at Gibraltar for ship -	141	62		
	paid advance wages to seamen shipped at Gibraltar - - - - -	140	00		
					$42,657 69
No. 4	specie shipped on board the ship at Gibraltar to purchase remainder cargo at Rio de Janeiro -	6,500	00		
	amount money remaining in my hands on leaving Gibraltar, after settling all ship's accounts	528	67		
					7,028 67
					$49,686 36
	Cr.				
	By amount transferred to this adventure by E. Carrington & Co. and Cyrus Butler at Gibraltar, it being a balance then in my hands - -	–			$41,096 64
	this amount received as premium on $10,500 specie, sold at Gibraltar from funds used to purchase new cargo - - - -	105	00		
	amount returned as half commissions by Hill & Blodget for purchasing cargo, pr. agreement - - - - -	480	22		

No. 1—Continued.

By passage received for 1 passage in advance from Gibraltar to Rio - - - -	$150 00	
		$735 22
this amount due me on leaving Gibraltar, which was invested in specie and other cargo, carried to new account at Rio - - -	–	7,854 50
		$49,686 36
To balance due me at Gibraltar, invested in the cargo and in specie, brought to new account - - -		$7,854 50
invoice of goods purchased at Rio de Janeiro, February, 1823, as per account rendered - - - -		5,239 94
advance wages paid 6 seamen shipped at Rio, at 14 dollars per month - - - - -	$87 00	
bill of disbursements paid at Rio, Feb'y, 1823 -	533 13	
cash paid ship's cook discharged at Rio, February, 1823 - - - - - -	15 75	
cash paid Johanna Pan, seaman, discharged -	10 00	
cash advanced to Chris. Robinson, 2d officer -	20 00	
cash advanced to Olias Swinson, carpenter -	5 00	
cash paid exchanging money at Rio - -	26 73	
		697 61
amount funds not invested at Rio, retaken on board ship in consequence of being disappointed in not getting some paper - - - - - -		1,418 12
		$15,210 17
By amount specie landed at Rio, and placed in the hands of Clapp, Ragart & Co. to purchase cargo - -		$7,028 67
freight received from Gibraltar to Rio - - -		327 00
amount balance due me at Rio, carried to new account -		7,854 50
		$15,210 17

NOTE.—It will be noticed that $1,418 12 of the amount of cash taken on board at Gibraltar, was at Rio again taken on board the ship, because I was disappointed in not obtaining 1,000 reams Spanish paper, which was purchased by Clapp, Raggart & Co. of a merchant at Rio, and which was to have been delivered before the holidays then coming or commenced. The merchant of whom the paper was purchased having gone to the country when the paper was called for, his clerk shew us some of a very inferior quality from that purchased, which I declined to receive, and I did not think it an object of sufficient importance to detain the ship the 15 holidays, then about to commence.

No. 2 of new voyage.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

		Da.	
1823.	To paid license at Santiago, May, 1823 -	$10 00	
	" " " at Valparaiso - - -	2 00	
	" " sentinel and hospital fees - -	6 00	
	" " captain of the port, his fees and for franking register - - -	18 00	

No. 2—Continued.

1823.	To paid notary's fees in and outwards - -	$30 00	
	" " custom-house officers at Valparaiso, May, 1823 - - - -	10 50	
	" " tonnage duty at Valparaiso, May, 1823	182 00	
			$258 50
	" " allowance made Ferro for difference of quality in creas at Valparaiso, May, 1823 - - - -	50 25	
	" " disbursement bill at Valparaiso, June, 1823 - - - -	789 97	
No. 11	" " 83 fanagoes potatoes, per bill - -	214 88	
No. 12	" " cash stolen from me at Lynch, Hurtz & Co.'s house, by their steward, June, 1823, 39 ozs. - - -	672 75	
	" " premium paid Van Lawton, May, 1823, on $6,000 on board the U. S. ship Franklin, *a* 5 per ct. - -	300 00	
	" premium paid E. Lynch & Co., July, 1823, on $1,161, deposited on board U. States schooner Dolphin - - -	63 87	
	" paid E. Lynch & Co. commissions on freight from Valparaiso to Lima, July, 1823 -	12 12	
	" paid John O'Brien, July, 1823, for exchanging 200 ozs. for dollars, *a* 25 cts. each -	50 00	
	" paid disbursements at Callao, Sept., 1823, pr. bill - - - - -	258 88	
No. 13	" 102 marks plata pina and silver, deposited on board U. S. schooner Dolphin, at Callao, July, 1823 - - - -	816 00	
	" paid officers for passing pina to Dolphin, July, 1823 - - - - -	25 00	
	" " custom-house officers' sales of sundries from ship - - - -	60 00	
	" " custom-house officers, admitting $7,000 to pass from the Dolphin to the Mercury - - - -	35 00	
	" " officers passing $1,500 from shore to ship, in July, 1823 - - -	37 00	
	" " guard with money from Lima to Callao, Sept., 1823 - - -	16 00	
	" " officers of the last visit boat, Sept., 1823	20 00	
	" " deposite of $1,161 to Dolphin, Sept., 1823	11 61	
	" " E. Lynch & Co., bill disbursements at Lima, Sept., 1823 - - -	410 00	
			3,843 33
	" " landing 238 bbls. flour at Callao, July, 1823 - - - -	89 00	
	" " carpenter's bill at Callao, July, 1823 -	108 75	
	" " John O'Brian for one anchor and cordage at Callao, July 1823, per bill -	418 37	
	" " Wm. S. Wetmore for spars, &c., July, 1823, per bill - - -	396 25	
	" " Alexander Ferranio, wages up to May 3d, 1823 - - - -	32 64	
	" " Marthas Derago, wages to May 5, 1823	27 34	
	" " my order, in favor of Wm. S. Wetmore, on Lynch, Hurtz & Co., Valparaiso, per his receipt, June, 1823 - -	3,000 00	

No. 2—Continued.

1822.	To paid duties and expenses on shipping $6,680, from Lima to Callao, Sept. - -	$402 34	
	" " premium on $4,000, at Lima, Sept.,1823, *a* 1 per cent. - - -	40 00	
	" " premium at Valparaiso, May, 1823, on $420, *a* 5 per ct. - - -	23 12	
	" " for one bbl. tar, $10 00 ; 1 bbl. oil, $15, from ship at sea, in Sept., 1823 -	25 00	
	" " for potatoes at Arcker, Oct., 1823 -	3 00	
			$4,565 81
	Amount carried forward - -		$8,667 64
1823.	To amt. brot. forward of acct. No. 2, new voyage -		$8,667 64
	" paid tonnage duty at Arcker, Oct., 1823 -	182 00	
	" " capt. of the port, his fees at Arcker -	15 00	
	" " duty on export of specie at Arcker, Oct., 1823 - - - -	40 00	
	" " George Wheaton's bill at Arcker, Oct., 1823 - - - -	35 12	
	" " advance wages to 3 seamen shipped at Callao, in Sept., 1823 - -	56 00	
	" " E. Lynch & Co., at Lima, Dec., 1823, on acct. of loss in duties on flour sold Ramos, July, 1823 - - -	405 13	
	" " E. Lynch & Co., on account sales of uniforms at Lima, in Dec., 1823 -	205 62	
			938 87
	" this amount invoice of pina and silver, shipped on board the Mercury, in January, 1824, for Canton - - - -	-	34,248 75
	" paid changing $3,500 at Lima, Dec., 1823, *a* 1 per ct. - - - -	34 94	
	" " deposite of 102 marks pina, on board Dolphin, 1823 - - -	8 00	
	" " E. Lynch & Co.'s bill tonnage duty, &c., at Lima, Dec., 1823 - -	339 50	
	" " for old copper at Callao, Dec. 1823, per bill - - - - -	101 90	
	" " for bonus for money at Lima, Dec., 1823	7 00	
	" " last visit, officers at Callao, Dec., 1823 -	25 00	
	" " George Wheaton's bill at Callao, Dec., 1823 - - - -	103 00	
	" " John O'Brian's bill at Callao, Dec., 1823	15 75	
			835 09
	" this amount remitted Thos. Dickerson & Co., London, Dec., 1823, in R. Proctor, esq.'s bill, No. 197, on Thomas Viender, junr., London, on acct. of the Peruvian Government - - - - -	4,322 50	
	" paid port charges at Whanchaw, in Jan. 1824	175 00	
	" loss on 676 patriot ounces, at Lima and Truxillo, Dec., 1823, 25 cts. ea. - -	169 00	
	" invoice of 50 bales cotton, with port charges, shipped on board the Mercury at Payta, January, 1824 - - - -	376 75	
	" pd. disbursements at Lima, Whancaco and Payta, Dec. and Jan., 1823 and 1824, pr. bills	435 69	

No. 2—Continued.

1823.	To paid E. Lynch & Co., Dec., 1823, for $3,000 afloat, at 6 per ct. - - -	$180 00	
			$5,658 94
	" " advance to seamen at Callao, 1823 -	339 29	
	" " for 1 sheet of charts of the coast of Peru	5 00	
	" " Spanish dollars shipped on board the Mercury for Canton, in Jan'y, 1824	14,294 91	
			14,639 20
	" balance due me on acct. No. 1 of new voyage, brought to acct. No. 2 - -	-	7,854 50
			$72,842 99
	Cr.		
1823.	By amount due Carrington & Co. and Butler, on closing the first voyage, as per account No. 4 of 1st voyage, brought to this account, having been received by me in Sept., 1823 - -	$1,383 50	
	" this amount received for freight from Rio to Valparaiso, May, 1823 - - -	140 50	
			$1,524 00
	" net sales of sundries, belonging to owners of Mercury's cargo at Valparaiso, May, 1823	-	31,103 86
	" this amount credited by E. Lynch & Co., at Lima, Sept., 1823, on acct. of duties paid on copper coin - - - -	149 50	
	" net sales of sundries at Lima, Sept., 1823 -	10,305 50	
	" freight and passage money, received from Valparaiso to Callao, July, 1823, as per freight list - - - -	1,730 37	
	" hospital money received for two seamen, discharged at Valparaiso, in May, 1823 -	2 07	
			12,187 44
	" amt. rec'd for freight from Callao to Arcker, Oct., 1823 - - - -	65 00	
	" net sales of sundries at Arcker, Oct., 1823, per account rendered - - -	2,426 63	
	" amt. rec'd for freight from Arcker to Callao, Oct., 1823 - - - -	214 25	
	" amt. rec'd for passage money from Arcker to Callao, Oct , 1823 - - -	80 00	
	" amt. gained on 186 Spanish ozs., at Arcker, 1823, at 25 cts. - - - -	46 50	
	" net sales of sundries at Lima, Dec., 1823, per account rendered - - -	16,198 11	
	" cash received of S. Prevost, at Lima, Dec., 1823, on account vallancine hire -	30 25	
	" this amount expenses twice charged on pina to Dolphin - - - -	25 00	
			19,085 74
	Amount carried forward -	-	$63,901 04
1823.	By amt. brot. forward of acct. No. 2, new voyage	-	$63,901 04
	" balance due me on acct. rendered up to 1st January, at Payta, 1824, carried to debit in new account - - - -	-	8,941 95
			$72,842 99

No. 3, of new voyage.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

1824.			
	Dr.		
No. 15	To amount due me as balance on No. 2, brought to new account – – – – –		$8,941 95
	" paid Lynch, Hutz & Co., for timber, &c., for ship at Valparaiso, June, 1823 – – –	$51 25	
	" paid George Wheaton's wages, settled at Canton, April 20th, 1824, per receipt – –	507 00	
			558 25
	" amount invoice of Mercury's cargo, shipped at Canton, for Chili and Peru, June, 1824 – –		45,829 92
No. 16	" this amount left with Russell & Co., to pay any extra expenses against the Mercury, at Canton, June, 1824 – – – – –	385 39	
No. 17	" amount due from E. Lynch on freight of 78 bales of cotton from Peru to Canton, April, 1824, the whole amount having been credited when there was but $ received – –	299 92	
	" counterfeit dollars returned by Russell & Co., at Canton, June, 1824 – – – –	11 00	
	" paid Russell & Co., bill of disbursements for Mercury, at Canton, June, 1824 – –	6,008 90	
	" paid for sundries for ship at Whampoa, June, 1824, per bill – – – –	334 62	
	" paid advance wages to seamen at Canton, in June, 1824, as per account – – –	1,054 37	
			8,094 20
			$63,424 32
	Cr.		
1824.	By my order on E. Carrington & Co., in favor George Wheaton, April 20, 1824 – – –	$503 60	
	" hospital money received from Geo. Wheaton in April, 1824 – – – – –	3 40	
			$507 00
	" freight received from Peru to Canton, June, 1824	–	1,162 00
	" sales of silver and specie at Canton in June, 1824, as per account rendered – – –	–	49,955 26
	" this amount received of Russell & Co. at Canton, June, 1824, on account of money shipped on board the George by Wm. S. Wetmore, at Chili, in Nov., 1823 – – – –	–	2,500 00
	" balance due me at Canton 15th June, 1824, carried to new account – – – –	–	9,300 06
			$63,424 32

No. 4, of new voyage.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

1825.			
	DR.		
No. 18	To balance due me on account No. 3, at Canton, brought to new account – – – –		$9,300 06
	" cash paid Captain Kiddy for goods which fell short in goods sold him, as numbered in the margin, viz:		
[M] ‡ 31	12 crape shawls, $4 – – –	$48 00	
90	2 pieces sarsenet, $14 – – –	28 00	
3	3 " taffatans, (sarsenets), $15 –	45 00	
			121 00
	" paid disbursements at Monterey, December, 1824, per bill rendered – – –	1,052 6½	
	" disbursements at Mazatlan, March, 1825, per bill rendered – – –	1,669 2½	
	" transit duty on goods shipped at Guayaquil in Sept., 1825, for Lima, per the Fifeshire	219	
	" freight goods from Guayaquil to Lima, Sept., 1825, per Fifeshire – –	400	
	" export duty on $14,000, and premium, at Guayaquil, Sept., 1825, 4 per cent. –	560	
	" porterage, and for bags for the same –	7	
	" transit duty at Chorillas on $14,000, per Fifeshire, Oct., 1825, 1 per cent. –	140	
	" export duty at Lima, Novr., 1825, on $27,415, a 5 per cent. – – –	1,370 6	
	" premium on $27,415, a ¼ per cent. –	437 0½	
	" expenses at Lima, in Novr., 1825, on shipping $27,415 to Chorillas – –	94	
	" deposite to U. S. frigate United States on $50,000, 1 per cent. – – –	500	
	" bill disbursements at Guayaquil, Sept., 1825	1,324 7	
	" seamen's wages at Guayaquil, in June, 1825, as per account rendered – –	4,535	
No. 20	To your average made of the loss of specie sustained by the blowing up of the steam brig Tillica, Octr. 11, 1825, as per statement – –	3,861 5½	
	" paid expenses charged by Wm. S. Wetmore on specie shipped at Valparaiso, Novr., 1823, by the ship George, for Canton, on the Mercury's account – – – – –	203 6	
			16,075 25
	" this amount in bar silver, pina, gold, and dollars shipped from Lima, in November, 1825, for Canton, via Manilla, on board the ship Superior, E. Andrews master – – –	–	73,371 18
No. 23	" my wages as master, from 18th Novr., 1822, to 18th Novr., 1825, 36 months, a $50 per month, per contract – – – – –	–	1,800 00
			$100,667 49
	CR.		
1825.	By cash charged as paid Benjn. James at Guayaquil, June, 1825, advanced by you to his wife –	$510	
	" this amount abated in duties at Guayaquil, Sept., 1825 – – – – –	232 7½	

No. 4—Continued.

1825.	By this amount abated on storage, by Bartlett & Swett, at Guayaquil, Sept., 1825 – –	$40 2	
	" this amount received of Nixon & Macol, at Lima, in Novr., 1825, on account of sales 19 casks of wine left with them for sale in December, 1823	354 7½	
	" cash received of E. Lynch, for balance due on freight cotton to Canton, in June, 1824 –	299 7½	
	" hospital money received from crew at Guayaquil, in June, 1825 – – – –	58 5	
	" amount received for sales of sundries to crew, 1824, per account rendered – – –	436 2½	
	" net sales of sundry stores from ship, at Guayaquil, September, 1825, per account rendered	1,287 4½	
			$3,222 56
	" net sales of the Mercury's cargo on the west coast of America, in 1825, as per account rendered	–	73,974 12
	" amount freight list from Canton to the west coast of America in 1825, as per account rendered –	–	6,169 31
	" amount received of Carrington and Butler, for their average proportion of the loss made on ship Mercury, in June, 1825 – – –	42 65	
	do of do Perkins & Co., on do at do	1,862 38	
	do of do Thos. F. Forbes, on do at do	105 43	
	do of do Saml. Russell, on do at do	186 42	
	do of do Chas. N. Talbot, on do at do	37 14	
	do of do Henry Mathewson, on do at do	268 42	
			2,502 44
	" cash received for sale of 30 ship's oars, June, 1825 – – – – –	50	
	" advanced by Alsop, Wetmore & Co. on goods left with them for sale in Nov., 1825	400	
	" received for 11 counterfeit dollars passed at Monterey in 1824, which were refused at Canton in June, 1824 – – –	11	
	" of Wm. S. Wetmore, at Lima, Nov., 1825, on account, and for the balance, of an order given in June, 1823, on Lynch, Hutz & Co., at Valparaiso – – –	500	
	" received for net sales of ship Mercury at Guayaquil, in July, 1825, as per account rendered – – – –	2,454 5	
	" received as balance due Butler and Carrington & Co., Nov., 1825, as per account rendered – – – –	284 6	
			3,700 37
	By balance due me at Lima 26th Nov., 1825, carried to new account – – – – –	–	11,098 69
			$100,667 49

No. 5, of new voyage.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of the ship Mercury, in account with Henry Mathewson, master and supercargo.

	DR.		
1826.	To balance due me in Canton, as per account made at Payta on the 26th November, 1825, (this balance is charged as in of new voyage,) see account No. 4 – – –	$11,098 69	
	" interest on the several balances up to 10th June, 1826, as per account made up, No. 2 of Superior, being the four first items of interest –	1,938 55	
	" interest on $11,098 69, from 10th June, 1826, to 1st June, 1827, being 11 months and 20 days –	647 42	
			$13,684 66
No. 25	" commissions on $73,371 18, the amount landed at Canton from Lima in ship Superior, in March, 1826, as per agreement, 5 per cent. – –	–	3,668 55
No. 21	" loss made on sales of $73,371 18 of pina and silver, in March, 1826, which belonged to the Mercury's cargo, and is the same landed from Superior – – – – –	–	1,824 44
	" freight on $73,371 18 from Lima to Canton, in the ship Superior, in 1825 and '26, a 1½ per ct.	–	1,100 57
No. 22	" this amount of bad dollars returned from among the dollars brought to Canton – – –	–	31 00
	" commissions on $4,322 50, being the amount remitted to Thomas Dickerson & Co., London, in December, 1823, 5 per cent. – – –	–	216 11
	" amount difference in Russell & Co.'s accounts of sales of old copper, as stated in *in* account No. 1, Superior – – – – –		37 79
	" interest on $6,878 46, the six last items charged in this account, from June 10th, 1826, to June 1st, 1827—11 months and 20 days – –	–	401 24
	" this amount charged by Alsop, Wetmore & Co. for bad debts on goods sold – – –	167 94	
	" cash paid to Alsop, Wetmore & Co. at Lima, to refund amount which they advanced on goods of Mercury's cargo left with them for sale –	400 00	
	" paid back Thomas F. Forbes for overcharge in freight from Lima to Peru – – –	25 00	
		592 94	
	" interest on this amount from 1st January to 1st June, 1827—5 months – – –	14 82	
			607 76
	" balance due owners of Mercury, 1st June, 1827, credit to new account – – –	–	59,113 62
			$80,685 74
	CR.		
1826.	By this amount of specie landed in Canton from ship Superior in March, 1826 – –	$73,371 18	
	" premium received on 4,000 old head dollars sold Encong at Canton, in March, 1826, at 3½ pr. ct.	140 00	
			$73,511 18
	" amount six items and interest, being supplemental credits on No. 2 of Superior's accounts – –		483 36

No. 5.—Continued.

1826.	By interest on $73,511 18, from June, 10th, 1826, to June 1st, 1827--11 months, 20 days – –	–	$4,288 15
	" net amount sales of sundries from cargo of Mercury at Lima, in August, 1825 – –	$1,804 94	
	" this amount received of Alsop, Wetmore & Co. at Lima, in January, 1827, on account loss on pina, &c., purchased of them in November, 1825 –	363 37½	
	" amount received of Alsop, Wetmore & Co. at Lima, January, 1827, for charges on goods for Maropa on shore, when the goods were sold on float, July, 1825 – – – –	117 37½	
	" amount received for sales of 31 bad dollars returned to me at Canton, in June, 1826 – –	5 00	
	" freight 43 feet goods from Gibraltar to Peru, in July, 1823, a 50 dollars per ton – –	53 75	
		2,344 44	
	" interest from 1st January, 1827, to 1st June, 1827, 5 months – – – – –	58 61	
			2,403 05
			$80,685 74

This statement of accounts is exhibited by the defendant Mathewson, not as the account by which he claims, unless the decision should be adverse to him on the question whether the owners of the Mercury, as such, had the same interest in the Superior, her charter, and voyage, as they had in the Mercury. If the decision on this question is as Mathewson contends it should be—that the owners of the Mercury had not a joint interest with him in the Superior—these accounts will not be necessary, and therefore exhibited hypothetically; but otherwise they are his account of the Superior's voyage and employment.

	Dr.		
	To amount paid Alsop, Wetmore & Co. attending law-suit and lawyer's fees, &c., see account book H – – – – –	$97 75	
	" int. from March (say 22), 1830, time it was paid, until 22d February, 1832—1 year, 11 months –	11 24	
			$108 99
No. 24	" this amount remitted from Alsop, Wetmore, myself, &c. to you at sundry times, (per your account,) on this account – –	100,890 90	
	" int. on the same up to Feb. 22d, 1832 –	28,549 08	
	" premium on $74,607 52, remitted in specie, say 3 per cent. – – – – –	2,238 22	
			131,678 20
	" commission on $100,890 90, as per contract, 5 p. cent. – – – – – –		5,044 54
			$136,831 73
	To balance due me on 22d Feb'y, 1832, as per contra	–	$60,139 98
	Cr.		
	By balance due the owners of ship Mercury, 1st June, 1827, as per contra to new account – –	–	$59,113 62
	" interest on this balance from 1st June, 1827, to 22d February, 1832—4 yrs., 8 mos. and 22 days	–	16,711 78

Statement—Continued.

	By net sales of sundries at Guayaquil by Bartlett & Swett, being part of the Mercury's cargo from Canton, June, 1825, the proceeds of which came into my hands in March (say 22d), 1830 –	$777 00	
	" interest on same from 22d March, 1830, to 22d February, 1832 – – – –	89 35	
			$866 35
	" balance due me now in your hands, carried to new account F – – – – – –		60,139 98
			$136,831 73

No. 1, in Superior.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of an adventure on board ship Superior, E. Andrews, master, in account with Henry Mathewson.

	Dr.		
1826.	To balance due me at Lima, 26th November, 1825, brought forward to new account – – –		$11,098 69
	" 3-4 of $7,372 52, amount of ship Superior's cargo of rice shipped at Manilla for Canton, 4th March, 1826 – – – – –	5,529 39	
	" 3-4 of $1,558 44, amount of bill disbursements for ship Superior at Manilla in March, and in Canton in June, 1826, per bill rendered –	1,168 83	
			6,698 22
	" 3-4, being your interest of the cargo of ship Superior, shipped at Canton in June, 1826, for the west coast of America, as per invoice rendered, being $96,878 76 – – – –		73,647 50
	" paid Russell & Co.'s bill for extra expenses of ship Mercury at Canton, in June, 1824 – –	346 98	
	" difference in Russell & Co.'s account of sales of old copper, viz: in June, 1824, Russell & Co.'s credit for old copper sold, $165, and this amount was credited owners; but in June, 1826, they render the sales of this same old copper, on final settlement with them, at $127 21 –	37 79	
No. 22	" amount bad dollars returned at Canton, June, 1826	31 00	
No. 21	" loss on sales of gold, silver, and pina at Canton, in June, 1826, as per account rendered –	1,824 44	
	" 9 pieces black satin, box ‡ 10, at $13 20 per ps.	118 80	
			2,359 01
No. 25	" my commissions on $73,371 18, amount specie landed at Canton in March, 1826, from the proceeds of the Mercury's cargo, for which I am to have, as per agreement, 5 per cent. –	3,668 55	
No. 25	" my commission on $4,322 50, amount remitted Thomas Dickerson & Co., London, December, 1823, 5 per cent. – – – –	216 11	
			3,884 66
			$97,688 08

No. 1, in Superior—Continued.

	Cr.		
1826.	By 3-4 of $10,886 78, amount sales of the cargo of the ship Superior at Canton, in May, 1826, per account rendered - - - -	$8,165 08	
	" 3-4 of $860 50, amount freight made in Superior from Canton to Lintin, June, 1826, as per freight list rendered - - - - -	645 38	
			$8,810 46
	" this amount specie landed at Canton from ship Superior, brought from Lima in Nov'r, 1825, and landed March, 1826 - - - -		73,371 18
	" this amount charged, in June, 1824, as left with Russell & Co. to pay extra expenses of ship Mercury - - - - -	385 39	
	" premium received on $4,000 old head dollars, of Encong at Canton, in March, 1826, a 3½ pr. ct.	140 00	
			525 39
	" this amount due me at Canton on 10th June, 1826, charged to new account - - - -		14,981 05
			$97,688 08

No. 2.—In Superior.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of an adventure in the ship Superior, E. Andrews, master, in account with Henry Mathewson.

1826.	Dr.		
To amount balance due me on 10th June, 1826, at Canton, brought to new account - - - -		-	$14,981 05
¾ of $50 49 disbursements for Superior at Valparaiso, October, 1826 - - - - -		37 7	
12 dozen beer at Valparaiso, October, 1826 - -		30 0	
			67 87
paid E. Andrews, Capt. of Superior, at Lima, Nov. 8, 1826, for the charter of the said ship from Lima to Canton and back, as per receipt - - -		-	12,750 00
¾ of $133 37, disbursements for Superior at Lima in November, 1826 - - - - -		-	100 03
amount invoice of specie shipped E. Carrington & Co., and Cyrus Butler, esq., December 16, 1826, by ship Superior, E. Andrews, master, and bound for Providence, R. I. - - - - -		-	21,042 00
paid board and house rent at Lima from Nov. 1, 1826, to January 17, 1827 - - - - -		-	105 25
amount invoice of specie shipped Edward Carrington & Co. and Cyrus Butler, esq., by ship Portia, Lemuel C. Tripp, master, January 15, 1827, bound for New York - - - - - -		-	31,765 50
¾ of $53 12, being the expense of transporting goods from ship Superior to other ships at Callao, Dec. 1826 - - - - - -		39 6¾	
this amount charged by Alsop, Wetmore & Co. for bad debts, &c. on goods in August, 1826 - -		167 7½	
amount invoice copper shipped at Valparaiso in Feb. 1827, by the Portia, Tripp, master, for New York		5,040 2	
		5,248 0¼	5,248 03

No. 2, in Superior—Continued.

1826.		
To paid my passage from Lima to New York, with expense of stopping at Valparaiso, in the ship Portia, in February, 1827, per bill - - -	$411 1	
¾ of $381 interest charged by Alsop, Wetmore and Cryder on money advanced at Valparaiso, October 14, 1826, on account goods sold from the cargo of the ship Superior - - - -	285 6	
	696 7	$696 88
cash paid for that and credited you Nov. 21, 1825, as an advance received of Alsop, Wetmore & Co. at Lima for goods left with them for sale from Mercury's cargo - - - - - -	400 00	
paid back as over credit for freight received of Thos. F. Forbes, November, 1826, from Lima to Peru -	25 25	
		425 25
my wages in Superior from 18 November, 1825, until 1st June, 1827, being 18 months and 13 days a $50 per month - - - - - -	–	921 67
commissions on $101,762 30 acknowledged to have been received by E. Carrington & Co. and Cyrus Butler, as proceeds of Superior's cargo, 5 per cent.	–	5,088 11
3 bars of iron rendered as sold in Superior's sales, which was by me paid for to Baretto in his sales 1826; this item not rendered to owners in any account - - - - - - -	–	12 00
interest on balance due me on 18 Nov. 1822, at Gibraltar, which was $7,854 50, up to 1 Jan'y, 1824, at which time a new balance is found and charged, 1 year, 1 month, 12 days - - - -	526 25	
interest on $8,941 95, from 1st January, 1824, to 15th June, 1824, at which time a new balance is found and charged, being 5 months and 15 days -	245 90	
interest on $9,300 06 from 15th June, 1824, to 26th November, 1825, at which time a new balance is found and charged, being 1 year, 5 mos., and 11 ds.	807 55	
interest on $11,098 69 from 26th Nov., 1825, to 10th June, 1826, at which time a new balance is found and charged, being 6 months, 14 days - -	358 85	
interest on $14,981 05 from 10th June, 1826, to 1st June, 1827, at which time this account is made up to, being 11 months and 20 days - - -	874 09	
		2,812 64
premium on $74,607 52, being amount gold, silver, dollars, and bullion received by E. Carrington & Co. and C. Butler on account of this joint adventure, and on which a premium is always asked and obtained in market, say 3 per cent. - -	–	2,238 22
		$98,254 50
1826. Cr.		
By your proportion of $18,939 56 amount net sales of sundries from cargo of ship Superior at Valparaiso, October 14, 1826 - - - - -	–	$14,397 97
net sales of 9 pieces black satin from box ‡ 10 at Valparaiso, October, 1826 - - - - -	213 6	

No. 2, in Superior.—Continued.

1826.		
By net amount sales of sundries from the cargo of the ship Mercury at Lima, August, 1825 - - -	$1,804 7½	
cash received of Alsop, Wetmore & Co. at Lima, Jan. 15, 1827, on account of loss in weight of pina purchased of them Nov., 1825 - - -	363 3	
cash received of Alsop, Wetmore & Co. at Lima, Jan. 15, 1827, for charges on goods by the brig Maropa on shore, when the goods were sold afloat July, 1825 - - - - - - -	117 3	
	2,499 3½	$2,499 44
amount invoice of specie received of Alsop, Wetmore & Co. at Lima, December 16, 1826, on account sales of the cargo of ship Superior at Lima, Nov. 1826 - - - - - - -	21,042 0	
amount invoice of specie received of Alsop, Wetmore & Co. at Lima, Jan'y, 1827, (15th Jan.) on account sales of the cargo of the ship Superior at Lima, Nov. 1826 - - - -	31,765 4	
	52,807 4	52,807 50
¾ of $805, freight of iron in ship Superior from Manilla to Valparaiso, Oct. 1826 - - - -	603 6	
¾ of $689 25, amount freight list of Superior from Canton to Lima in 1826 - - - -	516 7½	
	1,120 5½	1,120 69
my draft on Alsop, Wetmore & Co. at Lima, in favor of Alsop, Wetmore and Cryder, at 10 days sight, on 16th February, 1827 - - - -	–	10,000 00
your proportion of $33, being the sales of 2 boxes china at Callao, in December, 1826 - -	25 3	
(No. 22) 31 counterfeit dollars sold at Lima, Dec. 1826, which were returned as bad in Canton in June, 1826 - - - - -	5 0	
my proportion of charter of the Superior, as averaged by the proportion of all funds invested in the ¾ from China to Peru, 1826 - - - -	1,868 0	
freight received on 43 feet goods from Gibraltar to Peru, in July, 1823, a 50 dolls. per ton - -	53 6	
	1,951 6¾	1,951 84
The following items are supplemental to any account heretofore rendered, or rather they are a correction of errors made in the former accounts:		
By freight of small swords from Bremen to Lima, in Sept. 1821 (this belongs to 1st voyage) - -	–	3 00
error made of this sum in crediting freight of specie from Arcker to Lima, in Nov. 1823 - -	143 25	
error in not crediting freight hhd. tobacco from Lima to Arcker, in 1823 - - - - -	16 00	
freight of 45 kegs lard from Gibraltar to Lima, in 1823	25 00	
freight of cloths with Benj'n James from Gibraltar to Lima, in 1823 - - - - - -	6 00	
freight 50 boxes segars from Rio to Lima, in 1823, 12 cents per box - - - - -	6 00	

No. 2, in Superior.—Continued.

1826.		
By this amount of sundries sold to crew at sundry times on second voyage per account rendered - -	$202 40	
	398 65	
These last credits of $398 65, being omissions in the account 2d voyage in Mercury, at which time they should have been, and as there is interest charged on the several balances due, which are increased in consequence of not cr. these items, I have now credited interest on this amount of $398 65 from 1st January, 1824, this being the time they ought to have come in.		
By interest from 1st January, 1824, on $398 65, the time interest on balance due on 2d voyage begins, to 1st June, 1827, 3 years and 5 months - - -	81 71	
		$480 36
this amount due me on 1st June, 1827, at Providence, charged to new account to balance - -	-	14,993 70
		$98,254 60

Supplemental account.

Edward Carrington & Co., Cyrus Butler, and Henry Mathewson, owners of divers adventures in ships Mercury and Superior, in account with Henry Mathewson.

Dr.		
1827.		
To balance due me on 1st June, 1827, brought from No. 2, Superior's account, to this account - -	-	$14,993 70
1830.		
To cash paid Alsop, Wetmore & Co. for attending to the suit with E. Lynch, in January, 1827 - -	$211 25	
cash paid attorney for attending the same in Jan. 1827	51 50	
do do do do June, 1827	25 00	
These charges belong to the first voyage settled at Gibraltar, but not having been paid until since I returned home, have not been before in the accounts.		97 75
		$15,091 45
To balance due on 22d March, 1830, brought forward, -	-	14,314 45
interest on $14,993 70, from 1st June, 1827, to 22d February, 1832 - - - - - -	-	4,175 12
		$18,489 57
To balance due me individually as per contra - -	-	$17,140 50
See account B for items more particularly explained.		
Cr.		
1830.		
By net amount received for sales of sundries at Guayaquil in 1826, by Bartlett & Swett, being part of Mercury's cargo from Canton of June, 1825, the proceeds of which came into my hands in the latter part of March of this year (1830) per ship Florida -	-	$777 00

Supplemental Account.—*Continued.*

1830.			
By balance due me as *as* supercargo and master, carried and charged in new account made with the owners, as a joint owner of these several adventures (see account - - - - - - -		–	$14,314 45
			$15,091 45
balance of interest on amt. balance, less 1st June, 1827, then before, see acc. B - - - -		$794 25	
one-tenth part of $5,472 56, which is a balance of balances of joint account with me as master and supercargo (see acc. B) - - - - -		554 82	
			1,349 07
balance to new account per contra side - -		–	17,140 50
			$18,489 57

B.

Edward Carrington, Cyrus Butler, S. Wetmore, and W. W. Wetmore, in account with Henry Mathewson.

Dr.			
To amount balance due me on account No. 1, new voyage, at Gibraltar, 15th November, 1822, at the time the joint adventure commenced – – –	$7,854 50		
" interest on same, from 15th November, 1822, to 22d February, 1832 - - -	4,368 39		
		–	$12,222 89
" balance due me at Paita on 1st January, 1824, (then a joint owner,) as master and supercargo	1,087 45		
" interest on same, from that time to 22d February, 1832 - - - -	531 37		
		$1,618 82	
" balance due me as master and supercargo at Canton, 15th June, 1824 - -	358 11		
" interest on same, from then to 22d Feb., 1832	165 14		
		523 25	
" balance due me as master, &c. at Lima, 26th November, 1825 – – –	1,798 63		
" interest on same to 22d February, 1832 –	673 29		
		2,471 92	
" balance due me at Canton 10th June, 1826, as master, &c. – – – –	3,882 36		
" interest on same to 22d February, 1832 –	1,327 76		
		5,210 12	
			9,824 11
			$22,047 00
Cr.			
By this amount of balance, less on 1st June, 1827, which is chargeable to me, and the interest up to 22d February, 1832. This balance is found by deducting interest from Dr. in No. 2, Superior's account, and also the balance carried forward on the Cr. side, when the difference will then be between the Dr. and Cr. $12,181 06: which amount being deducted from the balance brought from			

B—Continued.

No. 1, Superior account, which is $14,981 05, will show as having been paid at this time on those balances the sum of – – – – – –	$2,799 99	
By interest on same, from 1st June, 1827, to 22d July, 1832 –	794 25	
		$3,594 24
" nine-tenths of the balance of $777 received for sales of Bartlett & Swett, per, in March, (say 22d,) 1830, ship Florida; after paying $97 75 expenses, this is in my hands – – – – – $679 25		
" interest on same, from March 22, 1830, to Feb. 22, 1832 – – – – – – 78 06		
	757 31	
Less my one-tenth – – – –	75 73	
		681 58
" am't of 1-10 part of the bal. of these balances on these several sums due me as master and supercargo, credited to show the amount due by the other joint owners, $9,824 11— less $4,275 82; balance $5,548 29, one-tenth of which is	–	4,275 82
		554 82
" amount to balance as due me by Butler, Carrington, S. Wetmore, and W. W. Wetmore, carried to new account C.	–	17,216 36
		$22,047 00

C.

Edward Carrington, Cyrus Butler, W. W. Wetmore, and Samuel Wetmore, individually in certain proportions, in account with Henry Mathewson, individually.

Dr.		
To balance due me individually from you in certain proportions, being nine-tenths of the whole balance due me by the joint concern, as per account B, herewith exhibited – – – –		$17,216 36
" amount of my tenth of profits which you are to pay from the funds already received by you, which was made by these joint adventures, see account D – – – – – – – –		5,419 03
		$22,635 39
To balance due me, brought from contra side to new account – –		$15,870 71
Of this balance of $15,870 71 due me individually from the above debits, each one is responsible in the following proportion, viz:		
Cyrus Butler for eight-sixteenths, which amounts to	$7,935 35½	
Edw'd Carrington for three-sixteenths, do.	2,975 75½	
Samuel Wetmore for three-sixteenths, do.	2,975 75½	
W. W. Wetmore two-sixteenths, do.	1,983 84½	
	$15,870 71	
Cr.		
By one-tenth of capital put in the cargo on board the Mercury as joint adventure by E. Carrington & Co. and C. Butler, at Gibraltar, on 15th November, 1822, as per account G – – – –		$6,764 68
" balance due finally from C. Butler, E. Carrington, S. Wetmore, and W. W. Wetmore, on 22d February, 1832, carried to debit of new account, and there proportioned – – – – –		15,870 71
		$22,635 39

D.

Edward Carrington & Co. and Cyrus Butler, in account with the joint owners of adventure in Mercury, &c., Henry Mathewson, master and supercargo.

Dr.		
To this amount, acknowledged by E. Carrington & Co. and Cyrus Butler to have been received, after paying the expenses thereon, as proceeds from the Mercury and Superior's adventures – – – –	$100,890 90	
" interest on the same to 22d February, 1832, as per C. Butler, interest account, (except on the item of bill of exchange) – – – – –	28,549 08	
" premium on $74,607 50, being the amount [of] gold, silver, dollars, and bullion received by E. Carrington & Co. and C. Butler from this joint concern, and on which a premium is always asked and obtained in market, say 3 per cent. – – – –	2,238 22	
	$131,678 20	
In order to arrive at the profits of this adventure, there must be deducted, out of the sum which is in their hands, the amount which the joint concern is indebted to me for as a joint owner – – – – – –	5,472 56	
	$126,205 64	
Deduct also the interest which accrued on the $7,854 50 which was due me from E. C. & Co. and C. Butler *before* these joint adventures commenced; *the* being the only item which can be taken from the joint funds now in their hands – – – – – – – –	4,368 39	
		$121,837 25
Cr.		
By this amount, invested in the cargo to E. Carrington & Co. and Cyrus Butler, on joint adventures of ships Mercury and Superior, as per account G – –	–	$67,646 87
" net profits to balance this account which was made by the adventures, and which is now in Carrington and Butler's hands; the ship, however, as a joint property, must come out of this sum – – – –	–	*54,190 38
		$121,837 25

*N. B. Of this sum of $54,190 38 one-tenth now belongs to me, which is $5,419 03, and I have charged the same in account C. I now claim of the remaining $48,771 35, which is E C. & Co. and C. B.'s nine-tenths, the sum of $12,222 89, as principal and interest due me on $7,854 50, which is in Carrington & Co. and C. Butler's hands, of the first voyage proceeds, which was before the joint adventure commenced; and as *they* were to furnish the capital, I as a joint owner am not chargeable as such, nor are the joint funds chargeable with the payment of any part of it. (See account B.)

G.

Edward Carrington & Co., and Cyrus Butler, and Henry Mathewson, owners, &c. in account with Edward Carrington & Co. and Cyrus Butler.

DR.		
To this amount, paid on law suit to Alsop, Wetmore & Co., and for attorney fees, paid by H. Mathewson, March, (say 22d,) 1830	$97 75	
" interest on same, from that time to 22d February, 1832	11 24	
		$108 99
" balance as a net investment by E. C. & Co. and C. Butler in the Mercury adventure, including interest up to 22d Feb., 1832		67,646 87
		$67,755 86
CR.		
By amount furnished, put into cargo of Mercury at Gibraltar, say 15th November, 1822, as per account No. 2, of Mercury's first voyage	$41,096 64	
" interest on same up to 22d February, 1832	22,808 63	
		$63,905 27
" amount received as balance, account No. 4, of Mercury's first voyage, received of J. Lynch, June 1st, 1824	1,383 50	
" interest on do. to 22d February, 1832	641 47	
		2,024 97
" amount received into concern as balance [of] sales of C. and Butler's goods as per account rendered, received November, (say 15,) 1825; (see No. 4, new voyage)	284 75	
" interest on same to 22d February, 1832	107 09	
		391 84
" amount George Wheaton's draft paid January 17, 1825	503 60	
" interest to 22d February, 1832	214 44	
		718 04
" amount paid Benjamin James, March 23d, 1826, by E. C. & Co.	510	
" interest on same to 22d February, 1832	186 24	
		696 24
" sundry postages paid by E. C. & Co. for the business of the joint concern, say	15	
" 5 years interest on the same	4 50	
		19 50
		$67,755 86

E.

Receipts of the adventure in the ship Mercury by H. Mathewson, joint owner, in account with investment by E. Carrington & Co. and Cyrus Butler.

Dr.		
To amount funds, 1st June, 1827, belonging to the voyages of ship Mercury, and which was remitted, as per account No. 5, new voyage – – – – –	$58,913 62	
" interest on same from 1st June, 1827, to 22d Feby., 1832	16,711 78	
		$75,625 40
" balance of $777, received for sales by Bartlett & Swett in March, (say 22d,) 1830, after deducting expenses paid $97 75.		
interest, being cast on both Dr. and Cr., to 22d Feby., 1832 – – – – – – – – –		757 36
		$76,382 76
Cr.		
By amount invested in cargo of Mercury on 15th Nov., 1822, by E. Carrington & Co. and C. Butler, at Gibraltar, per account G – – – – – – – –		$67,646 87
" this amount to balance, being gain of the adventures – –		8,735 89
N. B. Of this gain, 1-10 being proportion H. Mathewson charged in account F, amounting to $873 58.		$76,382 76

F.

Edward Carrington, Cyrus Butler, S. Wetmore, and W. W. Wetmore, individually, in a certain proportion, in account with Henry Mathewson.

Dr.		
To balance due me individually, as per account No. 5, of new voyage, brought from joint account, to debit of individual account – –		$60,139 98
" my 1-10 of the gains by this adventure, as per account E, brought to private account – – – – – – – –		873 58
		$61,013 56
Of this sum due me, of $61,013 56, individually, the above named debtors, individually, are responsible in the following proportions, viz:		
Cyrus Butler, for 8-16, which is – – – –		$30,506 78
Edward Carrington, " 3-16, " – – – –		11,440 04¼
Saml. Wetmore, " 3-16, " – – – –		11,440 04¼
W. W. Wetmore, " 2-16, " – – – –		7,626 69¼
		$61,013 56

Extracts from book entitled A, copy, Lynch & Co., account, &c.

Captain Henry Mathewson in account current with Estanislao Lynch & Co.

1821.	Dr.		
Oct. 21	To cash paid him	$10	
16	" "	20	
27	" "	50	
			$80
31	freight for a box of swords	2 6	
	" his baggage	2	
			4 6
1822.			
Jan. 8	" a piece of Canton crapes		18
Feb. 28	paid postages		2 1
March 5	2 merino shawls		8 4
13	his share in invoice of Thetis		7,286 5½
15	400 lbs. sugar from Thetis		100
"	his order favor A. M. Vinton		165
"	freight of a hhd. of rum		12
18	a dozen of stockings	9	
"	a counterpane	10	
			19
30	paid postages		4
April 13	½ doz. black'g	1 4	
"	duty on a hhd. of rum	16 6½	
			18 2½
15	1,044½ gs. gin sold to the Creole		978 7½
30	cash paid him	200	
	" " the 1st April	100	
	" " " 12th "	100	
	" " " 29th "	100	
			500
	advertisement of the sailing of the Mercury	1	
	express with ship's inward clearance	6	
			7
May 10	cash paid him		200 4
17	" tonnage for the Mercury	185 2	
	stamped paper	12	
			197 2
27	cash paid him	200	
31	" "	265 2	
			465 2
June 3	" "	100	
5	" "	110	
			210
	premium on $2,000		30
11	his order favor James		325
"	amount disbursements for the Mercury, as per account		670 2½
12	invoice of $120,000		123,122 4½
	" 16,000		16,988 1½
	porterage on money		8 4
	R. Fletcher, comm'n on gin sold in Callao, amount $978 7½, 1 per cent.		9 6½
14	duties on a box of crapes	8 7½	
	" $800 and $200, a 5 per cent.	50	
	carriage for the box and money	2	
			60 7½
	cash paid him		200
	balance due him		4,577 5½
			$156,266 6½

A 5—Continued.

1821.	Cr.			
Oct. 21	By amount of a box of swords			$236 7½
1822.				
Jan. 31	napkins from Wm. Bowene			25
Feb. 1	cash			979
April 3	"			890
19	net amount private sales			783 3
28	" of sales of arms			113,092 1½
	" of sundries			15,342 6½
	A. M. Vinton's order			675
May 1	his one-third share of deduction on *gov't* per Thetis			247 2½
31	" the profit of sales per Nancy	$4,754		4,487 4
	" iron unsold			267
	Maskline Clarke's order			2,892 5½
Jan. 10	cash from Cochrane	1,000		
	" Rudolf	15,000		
				16,000
	duties on $2,000 exported under the privilege			100
	5 cases gin, $7	35		
	5 sets of table linen, $30	150		
	2 table cloths, $30	60		
				245
1822.				
June 14	balance brought down	4,577 5½		
				$156,266 6

E. E.
(Signed) E. LYNCH & CO.

LIMA, *June* 15, 1822.

True copy: WM. S. WETMORE & CO.

C ‡ 3.

Captain Henry Mathewson in account current with Estanislao Lynch & Co., Lima.

1822.	Dr.			
June 15	To disbursements on her			$42 6
	closing the register and gratification to the custom house officers			32 4
	cash paid valaneine hire to Callao			4
30	" Captain Fitch 1 box wine			40
July 28	" his order to the guards at Callao			20
Nov. 11	invoice of $2,000 to his order			2,161 3
	" 3,400 to Carrington & Co.			3,674 7
July 31	cash deposited on board the Dolphin			1,161
	premium on do. a 5½ per cent.			63 7
	99 marks silver, $8			792
Aug. 1	cash paid him	50		
10	" " house rent and cris.	7 3		
				57 3
17	" " $300 hard dollars, a 1 per cent. premium			303
	cash change			50
21	"			200
Sept. 10	commission on freight $810, a 1½ per cent.			12 1
	account of disbursements			410

C † 3—Continued.

1822.			
Sept. 10	To conduction of 33 boxes of Italian paste to the auction (Nrlos)		$4 4
	his order favor Captain Pearce		1,504
Sept. 11	invs. of $7,241 4		7,714 0½
	balance due him		237 0½
			$18,484 3½
1822.	Cr.		
June 15	By balance of account rendered		$4,577 5½
July 4	his 1-6th share on profit of flour		795
	net amount of gin		165 5
	33 gallons of "		37 1
	his 1-6th share in profit on flour, per America	$2,627	
	less his 1-6th part in sanchez, per Agarē	351 7	
1823.			2,275 1
July 14	273 pairs of pantaloons, $3		819
Aug. 26	balance of W. S. Wetmore, account current, agreeable to M. W. order		1,508 6½
	net amount sales of 31 bbls. flour belonging to Captain Greene, per do		428 4
	order of Philipe Saldivar		2,300
	cash received for freight, per Bailey		810
Sept. 10	net amount sales, per Mercury		4,163 7½
	" sundries		165 5
	discount on $299, copper money, a 5 per cent.		149 4
	order on Mr. Cochran		70 6
	19 bbls. flour, per Captain James, $11½		218 4
			$18,484 3½
1823			
Sept. 11	balance brought down		$237 0½

E. E.
[Signed]
LIMA, *September* 11, 1823.

E. LYNCH & CO.

True copy:

WM. S. WETMORE.

Book A—Page 64.

Memorandum of papers sent the owners of ship Mercury from Canton, by ship George, Capt. Rey, April, 1824.

N. 1	Disbursements at Rio, February, 1823		$531 14
2	Disbursements at Valparaiso, June, 1823		790 45
3	Disbursements at Lima and Callao, Sept., 1823		258 68
4	Sales at Valparaiso, May, 1823		31,103 86
5	Sales at Lima, Sept., 1823		10,305 51
6	Sales at Arcker, October, 1823		2,426 62
7	Repairs of ship Mercury at Callao, July, 1823		3,195 20
8	Copy of E. Lynch's disbursements at Lima, September, 1823		410 00
9	Copy of E. Lynch's disbursements at Lima, December, 1823		339 56

10 Sales at Lima, December, 1823 - - $16,198 11
11 Disbursements at Lima, Whanjuco, and Payta, December, 1823 - - - - 405 44
12 Invoice of pina and silver, shipped for Canton in January, 1824, on board ship Mercury - 49,836 65
13 Statement of account at Rio, February, 1823.
14 Statement of sales ship's cargo, Dec'r, 1823 - 60,034 10
15 Statement of account at Lima, January, 1824.
16 Statement of account at Lima, 1822, unsettled.
17 Protest at Valparaiso, June, 1823.
18 Copy of E. Lynch's letter at Lima, 13 September, 1823, and reply.
19 Duplicate of letter at Payta, January 15, 1824.

A. 69.

List of papers sent Messrs. E. Carrington & Co. and Cyrus Butler, esq., from Canton, June, 1826.

Sales at Monterey, 1824.
Sales at Mazatlan, March, 1825.
Sales at Guayaquil, Sept., 1825.
Sales at Lima, Nov., 1825.
Statement of account and account sales Butler & Carrington at Guayaquil, Sept., 1825.
Sales to crew, &c., of ship Mercury, 1825.
Sales sundry ship stores at Guayaquil, Sept., 1825.
Auction sales of ship at Guayaquil, 1825, June.
Freight list of ship Mercury at Guayaquil, June, 1825.
Disbursements at Guayaquil, ship Mercury, Sept., 1825.
Disbursements at Monterey, 1824.
Disbursements at Mazatlan, March, 1825, Mercury.
Repairs of ship Mercury on the west coast, 1825.
Account of general average, Guayaquil to ship, 1825.
Account of general average on *spetia* lost by steamboat Tillica, October, 1825.
Statement of cash paid crew of Mercury from December, 1822, to June, 1825.
Statement of account at Lima, November, 1825.
Copy of protest at Guayaquil.
Capt. David Proudfoot's certificate of the *spetia* put on board the steam brig Tillica.
Invoice of ship Superior's cargo at Canton, June, 1826.
Protest at Guayaquil.

Protest at Guayaquil.

Protest of ship Mercury of Providence.

Before me, Juan Gaspar de Casanova, a public notary for this city of Guayaquil, personally appeared Benj. James, master, C. H.

Christianson, mate, and Thomas Gould and Nicholas Solomon, seamen, of and belonging to the American ship Mercury, of Providence, Rhode Island, who being duly sworn on the Holy Evangelist, depose and say, that they sailed from the river of Canton in said ship, on or about the 28th day of June now last past, bound to the port of Valparaiso, in Chili, the said ship being then tight, staunch, and strong, and well and sufficiently found in every respect for the performance of said voyage; that the weather was generally squally for several days after sailing; that on the 6th July, whilst lying too under a reefed foresail, foretopsail, and mizen-staysail, the foretopsail [and] staysail *was* blown to pieces; that on the 7th July, made the Basha island, being then in the latitude of about 20 north, and longitude of 124 east, from Greenwich, a most tremendous gale commenced from the northeast at 4 P. M., sent down fore and mizen-topgallant-yards—at 6 took in fore and mizen topsails, [and] close reefed the foresails—at 7 handed foresail and took in maintopsail—midnight took in main-staysail and lay too under mizen-staysail—8 A. M. reefed mizen-staysail and set it, but it soon blew to pieces, and was hawled down—at 10 A. M., whilst reaving tackles to get down lower yards, a heavy sea struck athwart our stern which broke the tiller short off near the rudder-head, and started one of the rudder-braces, all hands were then employed to secure the rudder and fix a new tiller—at 11 A. M., the forestay parted, and the ship laying most of the time with her lower yards in the water, the wind was so violent that no one could get aloft to cut away the topmast; two hands were constantly employed at the pumps.

At 30 minutes past meridian of the 12th, whilst the ship was laying with her lee breast rails entirely under water, the wind shifted, without any abatement of its fury, from N. E. to N. W., which caused the sea to break over the ship in every direction; several attempts were made by the captain, officers, and crew, to get aloft to cut away the topmast, but the extreme violence of the wind rendered it impracticable. That at 2 P. M. the ship was completely on her beam ends, and settled gradually in the water until it reached and rushed down the companion way, when the weather lanyards of the foremast were cut away, and the mast went over the side, and the ship partly righted. At the time the weather lanyards were cut away, the ship lay over so much that the lee lanyards could not be got at, and the foremast and yards went directly under the ship's bottom, which thumped severely a considerable time; at 2 30 P. M. the mizen-topmast went over the side; and at 3 P. M. the mainmast was carried away, and the ship righted. All hands were immediately employed in clearing the spars from the ship, but the severity of the gale causing the sea to break continually over the ship, it could not be effected until 6 P. M. At 7 P. M. the wind again shifted to S. W., when several seas broke over the stern of the ship, one of which stove the stern boat to pieces,

and carried away the larboard tackle. At 6 A. M. cleared the wreck of mizen-topmast and yards. At 10 A. M. discovered the masts' coats ripped up round all three masts, which let down a vast quantity of water, and the chocks were found knocked out from under the long boat, which had let the boat down and sprung the fore and main hatches, where a great deal of water was let into the hold. That during the 13th July the gale continued, but with less violence, the sea often breaking over the ship. That on the 14th, whilst clearing away forward, the bowsprit was found to be sprung on the larboard side. That every exertion was made by all on board to fit new jury masts, spars, and rigging, and set as much sail as could be made in our crippled state. That, from the situation of the ship, it was deemed not practicable to reach Valparaiso without repairs, and the ship was steered direct for the coast of California, where she arrived, without any other material occurrence, on the 25th October, and was brought to anchor in the harbor of Monterey. That during the time the ship remained at Monterey, every exertion was made to put her in as good order as circumstances would admit; and on the 2d January, 1825, we sailed to the southward, on our way towards Chili; and on the 21st came to in the harbor of Mazatlan, where we remained until the 21st March, when we again sailed for Valparaiso. That on the 24th March the ship was found to leak more than usual, so as to require pumping every two hours. This leak increased so, that on the 27th she required pumping every hour, and continued gradually gaining on the ship; and on breaking out the cargo forward, it was discovered to be principally about the stern, but all our efforts to get at it to stop it were ineffectual. We however succeeded in checking it considerably. That on the 19th May, it not having been thought practicable to reach Valparaiso, as the leak kept the pump going nearly all the time, we tacked ship and stood in towards the land; and on the 30th May bore up for Guayaquil, where we arrived on the 3d June, and came to anchor abreast the city. We found the leak to decrease after coming into the muddy water of the river of Guayaquil.

Therefore, the said master, officers, and crew, do hereby protest against the said hard gales of wind and heavy seas, and all and every cause or causes which led to such deviation from their intended voyage, or to said leak, for any detriment, damage, or expense incurred, or which may hereafter occur, or be suffered by the ship, her master, officers, seamen, owners, or underwriters, in consequence thereof.

(Signed) BENJAMIN JAMES,
CHRISTIAN H. CHRISTIANSON,
THOMAS GOULD,
NICHOLAS SOLOMON.

GUAYAQUIL, 4*th June*, 1825.

[Stamp 2 rials.]

Certifico: que en ine presencia han firmado los sugetos que aparecen en la protesta o papel que precede, y no se ha pueno en registro pr. estar en lengua Inglesa. Para que conste y obre el efecto debido yo el escrivano publico de la Hacienda y Gobierno doy la presente en Guayaquil, fha ut supra.

(Firmado) JUAN GAZPAR DE CASANOVA.

I, the undersigned, vice consul of the United States of America for the city of Guayaquil, hereby certify, that [the] foregoing signature of Juan Gasper de Casanova, a public notary, duly authorized and acting in this city, and that to all his public acts full faith and credit is had and given.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, at Guayaquil, this twenty-sixth [L. S.] day of August, one thousand eight hundred and twenty-five, and of [the] independence of the United States the fiftieth.

(Signed) ROBERT SCOTT,

Vice consul of the U. States at Guayaquil.

Report of survey of ship Mercury, of Providence.

We, the undersigned ship carpenter and ship masters, having been called upon by Benjamin James, master of the ship Mercury, of Providence, lately arrived in this port from China and Mazatlan, to examine into the state and condition of said ship, her spars, and rigging, after a careful survey of the same, report as follows:

We find the ship making considerable water, and a bad leak at and about the forward end of the keelson; many of the futtocks and floor timbers, from the foremast forward, and her lower breast hook, we find to be decayed. On examining the wooden ends forward, we find the vessel to have worked so much as to cause a considerable leak; her topsides and strings are so much decayed as to require replacing. The stern has worked so much as to start the rudder case from its place; but not being able to examine thoroughly the condition of said ship in her present situation, and believing her to be entirely unseaworthy, we recommend her immediate discharge for further examination.

We find her present rigging, standing and running, merely temporary, and entirely unfit for service, and will all require replacing; together with her caps, tops, and blocks, and every thing belonging to her spars. She will require a new mizenmast, her present one being badly sprung; her foremast and mainmast are new; and we find a new spare topmast, main yard, and several new smaller spars are also required.

The ship generally has the appearance of having been much strained, and on reference to her log-book we find that she encountered very severe gales on the eleventh and twelfth of July last, when her main and foremasts were carried away, and with most of her spars were lost.

We have also made an estimation of the quantity and cost of cordage, blocks, spars, &c. necessary to refit her, which are as follows:

A new gang of rigging complete, say 7 tons of cordage, at $18 per cwt.	$2,520
Fitting the same	400
Blocks for do.	800
Caps, tops, masts, &c.	1,500
Sails, say one suit	3,000
Copper and nails, and putting on the same	5,000
	$13,220

Say thirteen thousand two hundred and twenty dollars.

Signed, WILLIAM WILSON,
JOHN O'ZUILL,
WILLIAM SKIDDY.

GUAYAQUIL, *7th June*, 1825.

VICE CONSULATE, *Port of Guayaquil.*

On the 27th day of August, one thousand eight hundred and twenty-five, before me Robert Scott, vice-consul of the United States for the port of Guayaquil, personally appeared William Wilson, ship carpenter of Guayaquil, and one of the signers of the above writing, who, being duly sworn, declares on oath, that the above writing is a correct and true report of the facts therein set forth, and that the signatures of John O'Zuill and William Skiddy were signed by them in his presence, for the purpose therein mentioned.

In witness whereof I have hereto subscribed my name, and affixed this consulate seal at Guayaquil, this 27th day of August, [L. S.] 1825.

(Signed) ROBERT SCOTT,
Vice-consul of the United States.

Second report of survey of ship Mercury of Providence.

We, the undersigned ship carpenter and ship masters, having been called upon by Benjamin James, master of the ship Mercury, of Providence, R. I., to examine the state and condition of said ship, hereby certify, that after a careful examination of the same, we have agreed upon the following report:

We find many of the timbers, particularly the heads of the lower futtocks, partially decayed; the ship generally requires repairing in her frames, and many other of her timbers are entirely rotten; she has the appearance of having been much strained by severe gales, and we are fully of opinion that, taking into view the difficulty and expenses of repairs in this place, and the state of her spars and rigging, it will cost more to put her in a fit state for sea

than she would be worth after repairing, and therefore recommend that she be sold as she is, for the benefit of all concerned.

(Signed) JOHN O'ZUILL,
SAMUEL LUMBARD,
WILLIAM WILSON.

GUAYAQUIL, 10*th June*, 1825.

VICE CONSULATE, *Port of Guayaquil.*

On the twenty-seventh day of August, one thousand eight hundred and twenty-five, before me Robert Scott, vice-consul of the United States for Guayaquil, personally appeared William Wilson, ship carpenter of said place, and one of the signers of the annexed writing, who, being duly sworn, declares on oath, that the annexed writing is a correct and true report of the facts therein set forth, and that the signatures of John O'Zuill and of Samuel Lumbard were signed by them in his presence, for the purposes therein mentioned.

In testimony whereof, I have hereto subscribed my name, and affixed this consulate seal at Guayaquil, this 27th day of August, 1825. [L. S.]

(Signed) ROBERT SCOTT,
Vice-consul of the United States.

U. S. CONSULATE, *Guayaquil.*

I, William Wheelwright, consul of the United States of America for *for* the port of Guayaquil, do hereby certify, that the foregoing writings are a correct and true copy of the originals, as recorded in this office on the twenty-seventh day of August, 1825.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of this consulate at Guayaquil, this thirty-first day of October, one thousand eight hunderd and twenty-five, and of the independence of the United States the fiftieth. [L. S.]

WM. WHEELWRIGHT.

Protest at Lima.

By this public instrument of declaration and protest, be it known to all whom it may concern, that the undersigned, Henry Mathewson, late supercargo of the ship "Mercury," of Providence, R. I., doth declare that, on or about the thirteenth day of September last, he, the undersigned, left Guayaquil in the steamboat "Telica," bound to the port of Lima; that for want of fuel it was found necessary to put in at several of the intermediate ports, namely, Payta, San Pedro, and Guarmey, at which latter place she, the said steamboat, arrived on or about the 8th day of October last. That on the second day after, namely, on or about the 10th day of October last, one Michael Metrorich, apparently the owner of said steamboat the "Telica," by discharging a loaded pistol into the magazine, caused an explosion that blew off the quarter-deck, killed several persons, scattered to the winds nearly every thing in the cabin, amongst which was the trunk of the undersigned, containing sundry articles

of value, and ten thousand dollars in doubloons and gold dust; all of which were by said explosion entirely lost, not even a vestige of the trunk remaining.

And he the undersigned doth further declare, that he, the said Metrorich, had never given any previous signs of insanity, and that he, the undersigned, is at a loss to imagine from what it could have originated. And the undersigned doth further declare, that the said Metrorich appeared to be the owner of the said boat "Telica," and that the said Metrorich had the sole management and direction of affairs on board; and that from the circumstance alone of the declarent, and four other passengers, having gone on shore to shoot on the day of the explosion, may be attributed their escaping alive.

And the undersigned doth further declare, that he repaired on board immediately after the explosion, and found the damage and loss occasioned therefrom as before stated, and that he the undersigned lost every thing of value that he had on board.

And he, the undersigned Henry Mathewson, doth therefore solemnly protest, in the name, and for the benefit of whom it may concern, against all interested in the said steamboat "Telica," and all and every person or thing against which he can or ought to protest, for the losses and damages sustained through the conduct of the aforementioned Michael Metrorich.

Thus done and protested in the city of Lima, on the seventeenth day of November, in the year of our Lord one thousand eight hundred and twenty-five, before Stanhope Prevost, vice-consul of the United States.

HENRY MATHEWSON.

Witness: CHARLES G. SWETT.

CONSULATE OF THE UNITED STATES,
Lima, November 17, 1825.

I, Stanhope Prevost, vice-consul of the United States for Lima, do hereby certify that the aforesigned Henry Mathewson, being by me duly sworn, did ratify, under oath, the particulars contained in the preceding instrument of protest, as therein declared and set forth; and moreover I hereby certify that Charles G. Swett, who signs as witness, was a fellow-passenger with Henry Mathewson, and also attested under oath the truth of the several particulars therein contained, to the best of his knowledge and belief.

In testimony whereof, I hereunto affix my seal of office and sig-
[L. S.] nature, at Lima, on the day of the date aforewritten.

STANHOPE PREVOST.

Taken from book No. 1, a book containing some entries relating to the ship Mercury's business.

Owners of ship Mercury and cargo, Dr.

To cash shipped by the French brig of war for Lima, June 8th, 1825 - - - - - -		$49,000
To cash shipped by the Fifeshire, 10th September, 1825		22,000
To cash in draft on Alsop, Wetmore & Co., Lima -		5,000
To cash in steam brig Telica, September 12, 1825, 600 ounces, equal - - - -	$10,200	
240¾ castiles gold dust - - - -	541 5½	
		$10,741 66

Portage bill of ship Mercury.

It is agreed between the master, seamen, or mariners of the ship Mercury, Benjamin James, master, now in the port of Gibraltar, and bound for Rio de Janeiro, Chili, Peru, northwest coast of America, Sandwich Islands, Canton, to a port in Europe, or to the United States of America—(it is agreed, before signing, that if any man is incapable of doing his duty by sickness arising from intemperance or debauchery, he is not to be allowed wages while so incapable of doing his duty)—

That, in consideration of the monthly or other wages against each respective seaman or mariner's name hereunto set, they severally shall and will perform the above mentioned voyage; and the said master doth hereby agree with and hire the said seamen or mariners for the said voyage, at such monthly wages or prices to be paid pursuant to this agreement, and the laws of the Congress of the United States of America, and the custom and usage in the port of Providence, R. I. And they, the said seamen or mariners, do hereby promise and oblige themselves to do their duty, and obey the lawful commands of their officers, on board the said vessel or the boats thereunto belonging, as become good and faithful seamen or mariners, and at all places where the said vessel shall put in or anchor at during the said voyage, to do their best endeavors for the preservation of the said vessel and cargo, and not to neglect or refuse doing their duty by day or night, nor shall go out of the said vessel on board any other vessel, or be on shore under any pretence whatsoever, until the abovesaid voyage be ended and vessel discharged of her loading, without leave first obtained of the captain or commanding officer on board; that, in default thereof, they will be liable to all the penalties and forfeitures mentioned in the marine law enacted for the government and regulation of seamen in the merchant service, in which it is enacted, that if any seaman or mariner shall absent himself from on board the ship or vessel without leave of the master or officer commanding on board,

and the mate or other officer having charge of the log-book shall make an entry therein of the name of such seaman or mariner on the day on which he shall so absent himself, and if such seaman or mariner shall return to his duty within forty-eight hours, such seaman or mariner shall forfeit three days' pay for every day which he shall so absent himself, to be deducted out of his wages; but if any seaman or mariner shall absent himself for more than forty-eight hours at one time, he shall forfeit all the wages due to him, and all his goods and chattels which were on board the said ship or vessel, or in any store where they may have been lodged at the time of his desertion, to the use of the owners of the ship or vessel; and, moreover, shall be liable to pay to him or them all damages which he or they may sustain by being obliged to hire other seamen or mariners in his [or] their place. And it is further agreed by both parties, that each and every lawful command which the said master shall think necessary hereafter to issue for the effectual government of the said vessel, suppressing immorality and vice of all kinds, be strictly complied with, under the penalty of the person or persons disobeying forfeiting his or their whole wages or hire, together with every thing belonging to him or them on board said vessel. And it is hereby understood and mutually agreed, by and between the parties aforesaid, that they will render themselves on board the said ship on or before the day of .
And it is further agreed on, that no officer or seaman belonging to the said vessel shall demand, or be entitled to, his wages, or any part thereof, until the arrival of the said vessel at the above mentioned port of discharge, and her cargo delivered. And it is hereby further agreed, between the master and officers of the said vessel, that whatever apparel, furniture, and stores, each of them may receive into their charge, belonging to the said vessel, shall be accounted for on her return; and in case any thing shall be lost or damaged through their carelessness or insufficiency, it shall be made good by such officer or seaman, by whose means it may happen, to the master and owners of the said vessel. And whereas it is customary for the officers and seamen, on the vessel's return home in the harbor, and whilst her cargo is delivering, to go on shore each night to sleep, greatly to the prejudice of such vessel and freighters—be it further agreed by the said parties, that neither officer nor seaman shall, on any pretence whatsoever, be entitled to such indulgence, but shall do their duty by day in discharge of the cargo, and keep such watch by night as the master shall think necessary to order for the preservation of the above. And whereas it often happens that part of the cargo is embezzled after being safely delivered into lighters, and as such losses are made good by the owners of the vessel—be it therefore agreed by these presents, that whatever officer or seaman the master shall think proper to appoint *shall* take charge of her cargo in the lighters, and go with it to , they shall well and truly perform the above mentioned

voyage—provided, always, that there be no plunderage, embezzlement, or other unlawful acts committed on the said vessel's cargo or *enores*, shall be entitled to the payment of the wages or hire that may become due to him, pursuant to this agreement, as to their names is severally affixed and set forth. That for the due performance of each and every of the above mentioned articles and agreements, and acknowledgment of their being voluntary and without compulsion, or any other clandestine means being used, agreed to and signed by us.

In testimony whereof, we have each and every of us under affixed our hands, the month and day against our names as hereunder written; and in case of death, desertion, impressment, loss of vessel, or any cause to prevent the master, officers, or seamen, from rendering their services or performing their duty, their wages must and are to cease.

	NAMES.	Stations.	Time of entry.	Time of service.	Monthly wages.	Adv'nce	Hospital money.	Whole am'nt of wages.	WITNESSES.	SURETIES.	PRIVILEGES.
1822.	Benjamin James -	Master	23 Nov. 1822	- - -	$50 00	-	-	-	- - -	- -	5 tons meas'm't.
Novem.	George Wheaton -	1st officer	23 Nov. 1822	- - -	30 00	-	-	-	- - -	- -	1½ tons.
	Chrs. Robinson -	2d officer	19 Nov. 1822	Discharged -	20 00	20 00					
	Cyrus B. Manchester -	Seaman	12 Nov. 1822	- - -	10 00						
	Jno. (his x mk.) Bolder	Seaman	26 Dec. 1822	Run away at Gibraltar	10 00	-	-	-	Henry Mathewson.		
	Andrew Jackson -	-	26 Dec. 1822	} Do. at Rio Janeiro - -	10 00	10 00					
	Charles McAlpine -	-	26 Dec. 1822		10 00						
	Robert Shepherd -	Seaman	26 Dec. 1822		10 00	9 00					
	John Turner -	-	26 Dec. 1822	- - -	10 00						
	Alessandro Ferroni -	-	26 Dec. 1822	Disch'd at Valparaiso	10 00						
	Georgio Rossini -	-	26 Dec. 1822	- - -	10 00						
	Mat. (h. x mk.) Davegia	-	26 Dec. 1822	Do. at Valparaiso	10 00						
	Eawta Canesse -	-	26 Dec. 1822	Run away at do. -	10 00						
	Mat. (his x mk.) Sigalla	-	26 Dec. 1822	Run away at Gibraltar	10 00						
	G. (h. x mk.) Bald. Poyo	-	26 Dec. 1822	- - -	10 00						
	Nich. (h. x mk.) Salamo	-	26 Dec. 1822	- - -	10 00						
	Olos (h. x mk.) Swinson	Carpenter	28 Dec. 1822	- - -	10 00	-	-	-	Henry Mathewson.		
	Jacma Pomo -	-	26 Dec. ——	Run away at Callao	10 00	10 00					
	Vin. (h. x mk.) Meusole	Cook	21 Dec. 1822	Disch'd at Rio Janeiro	10 00						
1823.	James Sullivan -	-	19 Feb. 1823	- - -	14 50	-	-	-	J. L. Dabney.		
	David Swiney -	Cook	19 Feb. 1823	- - -	14 50	-	-	-	J. L. Dabney.		
	Nathan (h. x mk.) Carr	-	19 Feb. 1823	Run away at Callao	14 50	-	-	-	J. L. Dabney.		
	Wm. (h. x mk) Mitchell	Seaman	22 Feb. 1823	Disch'd at Valparaiso	14 50	-	-	-	J. L. Dabney.		
	Wm. Jones -	do	22 Feb. 1823	- - -	14 50						
	John Senan -	do	22 Feb. 1823	- - -	14 50						
	John Thompson -	do	2 June, 1823	} Discharged -	12 00						
	John Fenwick -	do	2 June, 1823		12 00						
	Thomas H. Abron -	do	- -	Discharged -	-						
	Solomon S. Williams -	do	June 19, 1823	Run away at Callao	12 00						
	Thomas Holden, jr. -	do	- -	Discharged -	-						
	Manly B. Hart -	do	June 19, 1823	Run away at Callao	10 00						
	Enoch P. Holden -	-	June 17, 1823	- - -	7 50						
	Jno. (h. x mk) Anderson	Seaman	Sep. 13, 1823	- - -	18 00	18 00					
	Jas. (h. x mk) Morris -	do	Sep. 13, 1823	- - -	8 00	18 00	-	-	- - -	Tan Genis.	
	James Caldwell -	-	Sep. 13, 1823	Discharged at Arica	18 00	18 00					
	Charles White -	Seaman	Dec. 11, 1823	- - -	15 00	7 50					
	John Rich -	do	Dec. 11, 1823	- - -	15 00	7 50					
	Andrew Roverly -	do	- -	- - -	14 00						
	Thomas Gould -	do	- -	- - -	14 00	-	-	-	- - -	Rob't Hair.	
	Seth Perkins -	do	- -	- - -	14 00						
	Chr'n (h. x mk.) Lock	do	- -	- - -	14 00						
	John Allen -	Sailor	Jan. 16, 1824	- - -	10 00						
	Prit -	Steward	June 16, 1824	- - -	9 00						
	John (h. x mk.) Young	Sailor	June 1 1824	- - -	10 00						
	Christian H. Christian	2d officer	May 4, 1824	- - -	25 00						

Received at Gibraltar, December 26, 1822, of Henry Mathewson, ten dollars each, for one month's advance wages on this portage bill.

ANDREW JACKSON,
CHARLES McALPINE,
ROBERT SHEPPERD.

Received of Henry Mathewson nine dollars for one month's advance wages on the portage bill.

JOHN TURNER.

GIBRALTAR, *December* 26, 1822.

Received at Gibraltar, December 26, 1822, of Henry Mathewson, ten dollars each, for one month's advance on this portage bill.

ALEXANDER FERONIE,
GIOVANI BALA. POYO,
BALISTA CAVAGER,
MATEO SIGALA,
MATEO DEVEGIOR,
NICHOLO CATANO,
GRAIGO ROSSINI,
GIODANI BALDO.

Received of Benjamin James five dollars for half a month's advance wages on this portage bill.

OLOS his X mark SWINSON, (*Carpenter.*)

GIBRALTAR, *27th December*, 1822.

Received of Benjamin James $10 as one month's advance wages on this portage bill.

JAUEND. PONS.

RIO JANEIRO, *February* 13, 1823.

RIO JANEIRO, *February* 14, 1823.

Received of Benjamin James fifteen dollars and 75 cents, it being in full for my services on board the Mercury as cook.

VINSON his X mark MUSON.

RIO JANEIRO, *February* 22, 1823.

Received of Benjamin James twenty dollars for one month's advance wages on this portage bill.

$20. C. ROBINSON.

Received of Benjamin James five dollars half a month's advance wages on this portage bill.

OLOS his X mark SWINSON, *Carpenter.*

RIO JANEIRO, *February* 22, 1823.

Received of Henry Mathewson at Rio Janeiro, February 19, 1823, fourteen dollars [and] fifty cents for one month's advance wages on this portage bill.

Received of Henry Mathewson at Rio Janeiro, February 19, 1823, fourteen dollars [and] fifty cents for one month's advance on this portage bill.

Received of Henry Mathewson at Rio Janeiro, February 19, 1823, fourteen dollars [and] fifty cents for one month's advance on this portage bill.

Received at Rio Janeiro, February 22, 1823, of Henry Mathewson, each of us, the undersigned, fourteen dollars [and] fifty cents for one month's advance on this portage bill.

WM. JONES,
JOHN LEMOND,
WILLIAM his X mark MITCHELL.

Received of B. James forty-one dollars and sixty cents, in full for my services on board ship Mercury up to this date.

ALEXANDRO FERRONI.

VALPARAISO, *May* 5, 1823.

Received of B. James forty-one dollars and sixty cents, in full for my services on board ship Mercury up to this date.

MATTEO his X mark DAVEJIA.

VALPARAISO, *May* 5, 1823.

Received of B. James six dollars, it being for half a month's advance wages on this portage bill.

$6. JOHN FENWICK.

VALPARAISO, *June* 2, 1823.

Received of B. James six dollars, it being for half a month's advance wages on this portage bill.

$6. JOHN THOMPSON.

VALPARAISO, *June* 2, 1823.

CALLAO, *September* 12, 1823.

Received of B. James eighteen dollars each, for one month's advance wages on this portage bill.

JOHN his X mark ANDERSON,
JAMES his X mark MORRIS,
JAMES COLLWELL.

Rio de Janeiro.

John Seman, entered 22d February, 1823, 14½ dollars per month. Witness: JOHN F. AMINGTON.

Wm. Jones, entered 22d February, 1823, 14½ dollars per month. Witness: JOHN F. AMINGTON.

CALLAO, *November* 11, 1823.

Received of Benjamin James sixty-five dollars, it being in full of all demands against the ship, captain, owners, and officers.

Witness.

CALLAO, *December* 20, 1823.

Received of Benjamin James seven and a half dollars each, it being half a month's advance on this portage bill.

$15. CHARLES WHITE,
JOHN RICH.

CALLAO, *December* 26, 1823.

Received of B. James fourteen dollars, it being for one month's advance on this portage biil.

$14. SETH PERKINS.

GUAYAQUIL, 12*th June*, 1825.

Received of Henry Mathewson five hundred [and] sixty-six dollars for wages on board ship Mercury up to this date.

$566. CYRUS B. MANCHESTER.

GUAYAQUIL, 12*th June*, 1825.

Received of Henry Mathewson one hundred [and] seventy-eight dollars, which is in full for my services on board ship Mercury to this date.

$178 50. ENOCH P. HOLDEN.

WHAMPOA, *April* 29, 1824.

Received of B. James seven and half dollars, it being for half a month's advance on this portage bill.

CHARLES WHITE,
JOHN RICH.

WHAMPOA, *April* 29, 1824.

Received of B. James fourteen dollars each, it being for one month's advance on this portage bill.

AND'W ROVELEY,
THOMAS GOULD.

CALLAO, *November* 11, 1823.

Received of Benjamin James two hundred and twelve dollars, it being in full of all demands against the ship Mercury, captain, owners, and officers.

Witness: CHR. ROBINSON.

CALLAO, *December* 29, 1823.

Received of Benj. James seven dollars, it being half a month's advance on the portage bill.

CHRISTIAN his X mark LOCK.

WHAMPOA, *April* 16, 1824.

Received of Henry Mathewson one hundred [and] thirty-two dollars [and] 30 cents, in full for my services on board ship Mercury.

$132 30. JOHN TURNER.

WHAMPOA, *April* 29, 1824.

Received of B. James seven dollars, it being for half a month's advance on this portage bill.

CHRISTIAN his X mark LOCK.

CANTON, *April* 20, 1824.

Received of Henry Mathewson his order on Messrs. Edward Carrington & Co. and Cyrus Butler for five hundred and three dollars [and] sixty cents, which is in full for my wages on this portage bill when paid.

$503 60. GEO. WHEATON.

GUAYAQUIL, *June* 14, 1825.

Received of Henry Mathewson one hundred [and] sixty-nine dollars, in full for wages on this portage bill.

$169. JOHN ALLEN.

GUAYAQUIL, *June* 16, 1825.

Received of Henry Mathewson two hundred [and] eighty dollars, in full for all services on board ship Mercury.

$280. OLLO. SWIN.

GUAYAQUIL, 12*th July*, 1825.

Received of Henry Mathewson three hundred [and] forty-four dollars, in full for wages on this portage bill.

$344. C. H. CHRISTIANSON.

GUAYAQUIL, *June* 14, 1825.

Received of Henry Mathewson two hundred [and] fifty-two dollars, in full for my wages on this portage bill.

$252. AND'W ROVARDLY.

GUAYAQUIL, *June* 15, 1825.

Received of Henry Mathewson four hundred [and] two dollars [and] fifty cents, in full for wages on this portage bill.

$402 50. JOHN SAMAN.

GUAYAQUIL, *June* 14, 1825.

Received of Henry Mathewson two hundred [and] fifty-two dollars, in full for wages on this portage bill.

$252. SETH PERKINS.

GUAYAQUIL, 2*d July*, 1825.

Received of Henry Mathewson one hundred [and] eleven dollars, in full for wages on this portage bill.

$111. ATTY SAM.

GUAYAQUIL, 6*th July*, 1825.

Received of Henry Mathewson one hundred [and] twenty-eight dollars, in full for wages on this portage bill.

$128. JOHN YOUNG.

GUAYAQUIL, *June* 14.

Received of Henry Mathewson two hundred [and] fifty-two dollars, *of Henry Mathewson*, in full for wages on this portage bill.
$252. THOMAS GOULD.

GUAYAQUIL, *June* 14, 1825.

Received of Henry Mathewson two hundred [and] ninety dollars, in full for all services on board ship Mercury.
$290. NICHOLAS his X mark SALONE.

GUAYAQUIL, 25*th June*, 1825.

Received of Henry Mathewson fifteen hundred [and] thirty dollars [and] 32 cents, in full for wages on this portage bill.
$1,530 32. B. JAMES.

Exceptions to masters' 2d report.

And at the November term, 1841, the following exceptions to foregoing report were filed.

CIRCUIT COURT OF THE UNITED STATES
in and for Rhode Island District:

In chancery, between JOHN H. CLARKE, administrator of Willard W. Wetmore, complainant,
and
HENRY MATHEWSON, CYRUS BUTLER, EDWARD CARRINGTON, and SAMUEL WETMORE, defendants.

Exceptions taken by the said Henry Mathewson, one of the said defendants, to the second report of Charles F. Tillinghast, Richard K. Randolph, and John H. Ormsbee, esqs., masters, to whom said case was referred for re-examination, review, and reconsideration, in pursuance of a decree of said court made on the day of June, A. D. 1841.

1st exception. For that the said masters have in and by their said second report certified that the said Willard W. Wetmore, the original complainant, was one of the copartnership firm of Edward Carrington & Company, and as such was interested in the voyages of the ship Mercury and the ship Superior; whereas, said masters ought to have certified that the said Wetmore had no interest in said voyages, or in the subject matter of this suit.

2d exception. For that said masters have, in and by their said second report, credited and allowed to the owners of the ship Mercury the sum of four thousand seven hundred and fifty-four dollars and fifty cents, as profits on sales of goods, part of cargo of ship Nancy, purchased by said Mathewson and others, at Lima, in May, A. D. 1822; whereas said Masters ought not to have credited and allowed the said sum to the said owners, but ought to have certified the same to belong to said Mathewson as and for his own individual profits and earnings.

3d exception. For that the said masters, in and by their said second report, have not charged to the owners of said ship Mercury the sum of seventeen hundred dollars, or about that sum, remitted to them by said Mathewson, through the hands of one Edwin Jenks, resident at Guayaquil, which sum was the profits of an adventure in the brig Thetis from Lima to Guayaquil, in April, 1822, undertaken and prosecuted by said Mathewson on his own individual and private account and risk; whereas, said masters ought to have charged the same sum to said owners, and credited the same to said Mathewson, as and for a remittance made to them by said Mathewson on his own private account.

4th exception. For that the said masters have, in and by their said second report, credited and allowed to the said complainant the profits of the several voyages of the ship Mercury, prior to her sailing from Gibraltar at or about December, A. D. 1822, and prior to the time when said Willard W. Wetmore is supposed first to have had any interest in said ship, or in the contract for the employment of said Mathewson therein; whereas said masters ought not to have allowed and credited to said complainant the profits of said voyages of said ship accruing before the said Willard W. Wetmore became legally interested in said ship and contract, if he ever was interested therein.

5th exception. For that the said masters, in and by their said second report, have certified that at the close of the accounts of the voyages of the ship Mercury from Bremen to South America, thence to the port of Gibraltar, said Mathewson retained, as cargo for the ship, on the joint adventure, more than the fifty thousand dollars agreed to be furnished by E. Carrington & Company and Cyrus Butler, instead of less sum; whereas, said masters ought to have certified the sum remaining in the hands of said Mathewson, at the close of the accounts of said voyages of said ship, to have been less than the sum of fifty thousand dollars, to wit, the sum of forty-two thousand three hundred [and] eighty dollars and 14 cents, or about that sum.

6th exception. For that the said masters, in and by their said second report, have credited to the said Butler [and] E. Carrington & Co., including said W. W. Wetmore and Mathewson, as owners of the ship Mercury, in her voyage from Gibraltar to Lima, and thus charged to the said Mathewson the sum of thirteen hundred dollars, being profits made by said Mathewson on military clothing purchased at Gibraltar, in the name of said Mathewson, for and on account of one Martinez, and with the money of the said Martinez, under a special contract between said Martinez and said Mathewson for that purpose; whereas, said masters ought not to have credited or charged said sum as aforesaid, the said amount being in fact the individual property of said Martinez, and the said Mathewson being solely and individually responsible to said Martinez for the same.

7th exception. For that the said masters, in and by their said report, have allowed to the owners of the ship Mercury the sum of four thousand three hundred [and] thirty-two dollars and forty-one cents, for the profits made by said Mathewson on shipments made by him in the ship Mercury, in his own name, and for his own private account, after he became a part owner of said ship and her cargo; whereas, said masters ought not to have allowed the same to the said owners, the same sum being the sole and individual property of said Mathewson.

8th exception. For that the said masters have credited and allowed to the complainant two-sixteenth parts of the sum of four thousand three hundred [and] thirty-two dollars and forty-one cents, for so much of the profits made by said Mathewson on shipments by him made, in his own name, and for his own account, in the ship Mercury, after he, said Mathewson, became part owner of said ship and her cargo; whereas, said masters ought not to have credited said two-sixteenths to said complainant, the said Willard W. Wetmore never having been by said Mathewson known or admitted as a copartner of said Mathewson.

9th exception. For that the said masters, in and by their said report, have credited and allowed to the said Cyrus Butler, Henry Mathewson, and E. Carrington & Co., including said Willard W. Wetmore, the sum of nineteen thousand one hundred [and] fifty dollars and sixty-two cents, for the profits of Mathewson's shipments in his own name, and for his individual account, in the ship Superior, after the loss of the ship Mercury and the termination of her voyages; whereas, said masters ought not to have credited the same profits to the said Cyrus Butler, Mathewson, and E. Carrington & Co., but ought to have credited the same to said Mathewson, as and for his sole and individual property.

10th exception. For that the said masters, in and by their said report, have credited and allowed to the said complainant two-sixteenth parts of nineteen thousand one hundred and fifty dollars and sixty-two cents, for so much of the profits of Mathewson's shipments in his own name, and for his individual account, in the ship Superior, after the loss of the ship Mercury; whereas, said masters ought not to have credited said two-sixteenths to said complainant, the said Willard W. Wetmore never having been by said Mathewson known or admitted as a copartner of said Mathewson, and the said sum being the sole and individual property of said Mathewson.

11th exception. For that the said masters, in and by their said second report, have credited to said Butler, Mathewson, and E. Carrington & Co., including the said Wetmore, the profits of the voyage of the ship Superior from Lima to Manilla, Canton, and back to South America; whereas, said masters ought to have credited the same profits to the said Mathewson alone, as and for his individual property.

12th exception. For that the said masters, in and by their said second report, have credited to the owners of the ship Mercury, the sum of three hundred [and] sixty-two dollars and sixty cents, being an amount received by Mathewson from Delius & Co., a part of their commissions returned by them to said Mathewson; whereas, the said masters ought not to have so credited the same to the said owners, said sum being, in fact, a present from said Delius & Co., to said Mathewson, and, as such, his private property.

13th exception. For that the said masters, in and by their said second report, have not credited and allowed to said Mathewson the sum of three hundred [and] thirty dollars, by him paid for discount on the paper money of the Peruvian Government, received by the said Mathewson in part payment for the Mercury's cargo of arms at Lima; whereas, said masters ought to have credited and allowed the same to said Mathewson.

14th exception. For that the said masters, in and by their said second report, have not credited and allowed to the said Mathewson the sum of seven hundred dollars, being the amount of his commissions for attending to the business of the ship Mercury in Europe in 1820 and 1821, and the further sum of twelve hundred [and] fifty dollars, being the amount of his wages as Captain of said ship from the 18th day of October, 1820, to the 18th day of November, 1822, as due and payable to him as and of the said 18th day of November, 1822, the said last mentioned date being the termination of the voyage, in the prosecution of which said wages and commissions were earned; whereas, said masters ought to have credited said sums to said Mathewson, as and of the said 18th day of November, 1822, when said voyage terminated as aforesaid.

15th exception. For that the said masters, in and by their said second report, have credited to the owners of the ship Mercury the sum of one hundred and fifty dollars for passage money received by said Mathewson from a passenger in said ship from Rio Janeiro to Gibraltar, the said ship then sailing under a charter party, made to one Rhodolpho, and said Mathewson having credited to said owners the sum of fifty dollars, part of said sum for the provisions of said owners consumed by said passenger; whereas, said masters ought not to have credited to said owners any greater sum than said sum of fifty dollars.

16th exception. For that the said masters, in and by their said second report, have not charged to the said Butler, E. Carrington & Co., and Mathewson, jointly, any sum as their average loss made on the loss of specie by the blowing up of the steam brig Tilica in October, 1825; whereas, said masters ought to have charged to said Butler, E. Carrington & Co., and Mathewson, jointly, for said loss, the sum of three thousand eight hundred [and] sixty-one dollars and sixty-nine cents, or about that sum.

17th exception. For that the said masters, in and by their said second report, have credited to the said Butler, E. Carrington & Co., including said Willard W. Wetmore, and said Mathewson, as

joint owners of an adventure on board the ship Superior, and charge to said Mathewson the sum of eight hundred dollars, being a sum received by said Mathewson in lieu of commissions on shipments made by Russell & Co., and others, at one-third profits; whereas, said masters ought not to have so credited and charged the same as aforesaid: the same being the private and individual earnings of the said Mathewson; but said masters ought to have credited, if any thing, to the said Butler, Mathewson, E. Carrington & Co., including said W. W. Wetmore, jointly, only the freight of said shipments from Canton to Peru.

18th exception. For that the said masters, in and by their said second report, have not credited and allowed to said Mathewson the sum of three thousand six hundred [and] fifty-eight dollars [and] sixty-five cents, being the amount of his commissions on seventy-three thousand three hundred [and] seventy-one dollars and eighty-three cents, being the amount returned at Canton, in March, 1826, from Lima, in the ship Superior, and being the avails of the Mercury and her cargo; whereas, said masters ought to have credited to said Mathewson said sum of three thousand six hundred [and] fifty-eight dollars and sixty-five cents, as of said March, 1826.

19th exception. For that said masters, in and by their said second report, have not credited to said Mathewson the sum of two hundred [and] sixteen dollars and eleven cents, being amount of said Mathewson's commissions on four thousand three hundred [and] twenty-two dollars and fifty cents, which was remitted by said Mathewson, on account of said owners, to Thomas Dickerson & Co., in December, A. D., 1823, as part of avails of cargo of the ship Mercury; whereas, said masters ought to have credited to said Mathewson said sum of $216 11, as of said December, 1823.

20th exception. For that the said masters, in and by their said second report, have certified that the masters are of opinion that the conduct of both parties in relation to the charter of the Superior, and to the business transacted in that vessel, amounts to a mutual assent to an extension of the contract, so as to embrace that vessel, and thus bring the profits of Mathewson's individual shipments in her within the principles governing the masters in the allowance of those profits made on similar investments in the Mercury; whereas, the said masters ought to have reported to the contrary, and that no such evidence as by them stated exists.

21st exception. For that the said masters, in and by their said second report, have charged the said Mathewson, in the general average on the loss of the ship Mercury, with a pro rata contribution upon the sum of seven thousand five hundred [and] thirty-five dollars; whereas, the said masters ought not to have charged him with a contribution upon so great a sum.

22d exception. For that two of the said masters, in and by their said second report, have certified that they think the purchase of goods

in Canton by said Mathewson, with his individual property, and the carrying them on his private account, in the ships Mercury and Superior, and selling them in the same markets with the cargo of those ships belonging to the joint concern, and in the case of the Superior's cargo, at a profit greater than was realized for the joint property, new instances in which Mathewson actually employed his individual property to the prejudice of the general concern of the copartnership; whereas, the said masters ought not to have certified that said purchase, and carrying and selling, were instances in which said Mathewson actually employed his individual property to the prejudice of the general concern, and especially to the prejudice of the said Willard W. Wetmore, who was never admitted or known by said Mathewson as his copartner in said concern.

23d exception. For that the said masters, in and by their said second report, have certified that Mathewson's individual goods by the Superior sold at a higher profit than the goods of the joint concern; whereas, the said masters ought not so to have certified, the goods of the said Mathewson in the Superior being of a kind and quality different from those of the joint concern.

24th exception. For that the said masters, in and by their said second report, have not allowed to said Mathewson, as against the said Willard W. Wetmore, or this complainant, full factor's commissions, together with his, said Mathewson's, wages as supercargo of the Mercury from the time she sailed from Gibraltar to final sale of her hull and effects, together with all incidental expenses of travelling, &c., and have not allowed to said Mathewson the same commissions, wages, and expenses, as regards the whole adventure of the Superior; whereas, the said masters, as regards the said Willard W. Wetmore or this complainant, ought to have allowed the same to the said Mathewson.

Wherefore, the said Henry Mathewson excepts to the said master's report, and humbly appeals therefrom to the judgment of this honorable court. By his solicitors.

SAMUEL Y. ATWELL,
THOS. F. CARPENTER.

And at the same term upon the aforegoing exceptions the following order was passed:

Order.

CIRCUIT COURT OF U. S., *Nov. T.* 1841.

In the case
JOHN H. CLARKE, adm'r, pl'ff,
against
HENRY MATHEWSON et al., defts. } In equity.

It is ordered by the court that the report of the masters, so far as it respects the matters in the 16th exception, respecting the loss on

board the steamer Tillica, be referred back to the masters with directions to ascertain and report whether any part of the money on board the said steamer belonged to or was on account of the owners of the Mercury, and if any, how much? and for this purpose to receive from each of the parties their statement of the funds of the owners and of the private and separate funds of the defendant; and further the masters are to state an account of the items which are stated and proved on each side; and in case any one of them are disputed by the parties, to report the specific evidence in proof thereof as either party shall desire, referring to each particular portion of the evidence specifically, and when the same may be found by marks, numbers, and references, as they shall deem advisable, and to make report thereof as soon as conveniently may be; the masters to give notice to the parties of the time and place of their hearing, and to fix the day of such hearing as early as conveniently may be. The report to be filed in the clerk's office, and exceptions to the masters' report to be filed within five days thereafter.

Nov. term, 6th day, 1841.

Ordered to be entered as the decree of this court.

J. T. PITMAN, *Clerk.*

Upon the foregoing decree the following commission issued to the masters:

Commission.

RHODE ISLAND DISTRICT, *sc.*

The President of the United States of America to Charles F. Tillinghast and John H. Ormsbee, of the city of Prov-
[L. S.] idence, and Richard K. Randolph, of Newport, all of the State of Rhode Island, &c., esquires and citizens of said State, greeting:

Whereas, at our circuit court for the first circuit, within and for the Rhode Island district, holden at Providence, on the fifteenth day of November, A. D. 1841, in the case in equity, wherein John H. Clarke, adm'r of Willard W. Wetmore, is complainant, against Henry Mathewson and others, respondents, it was ordered that the masters' reports therein be referred again to you, said masters, for the purposes set forth in the interlocutory decree, a copy of which, under the seal of said court, is hereto annexed, and to which you are hereby referred.

You are, therefore, hereby authorized and empowered, being first duly engaged to the faithful performance of the duties hereby reposed in you, on certain days and at such places, to be jointly by yourselves appointed for the purpose, to cite the parties before you, and hear them touching the premises, and to do and perform all the duties which may devolve upon you by reason of your said appointment.

And you are, moreover, required to give all parties timely notice of your proceedings, and to cause the said complainant, and the said Henry Mathewson, one of the respondents, to be served, or see that the same have been served, with a copy of said decretal order.

Hereof fail not, but your report make of your doings by virtue hereof to the clerk's office of said court as soon as may be.

Witness the honorable Roger B. Taney, our chief justice, at Providence, this twenty-ninth day of November, A. D. 1841.

JOHN T. PITMAN, *Clerk*.

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE, CIRCUIT COURT,
At Providence, November 29, 1841.

Then personally appeared the within named Charles F. Tillinghast, John H. Ormsbee, and Richard K. Randolph, and severally made oath that they would faithfully and impartially discharge the duties reposed in them by this commission, and would make a true and impartial report of the matters referred to them, according to the best of their skill and understanding.

Before me,

JOHN T. PITMAN, *Clerk*.

Copy.

Circuit court of U. S., Nov. T., 1841.

In the case, JOHN H. CLARKE, adm'r, pl'ff, against HENRY MATHEWSON et al., defendants. } In equity.

It is ordered by the court that the report of the masters, so far as it respects the matters in the 16th exception respecting the loss on board the steamer Tellica, be referred back to the masters, with directions to ascertain and report whether any part of the money on board the said steamer belonged to, or was on account of, the owners of the Mercury, and, if any, how much; and, for this purpose, to receive from each of the partners their statement of the funds of the owners, and of the private and separate funds of the defendant; and further, the masters are to state an account of the items which are stated and proved on each side; and, in case any one of them are disputed by the parties, to report the specific evidence in proof thereof as either party shall desire, referring to each particular portion of the evidence specifically, and where the same may be found by marks, numbers, and reference, as they shall deem advisable, and to make report thereof as soon as conveniently may be, the masters to give notice to the parties of the time and place of their hearing, and to fix the day of such hearing as early

as conveniently may be—the report to be filed in the clerk's office, and exceptions to the masters' report to be filed within five days thereafter.

Nov. term, 6th day, 1841.—Ordered to be entered as the decree of this court.

J. T. PITMAN, *Clerk.*

UNITED STATES OF AMERICA, *Rhode Island district, sc:*

CLERK'S OFFICE, CIRCUIT COURT,
At Providence, November 29, 1841.

I hereby certify that the above and foregoing pages contain a true copy of an interlocutory decree passed at the November term of said court, A. D. 1841, in the within named cause, now of record in this office.

Duly examined and compared by me.

In testimony whereof, I have hereunto set the seal of said
[L. S.] court, and subscribed my name on the day and year above written.

JOHN T. PITMAN, *Clerk.*

Third report of masters.

To the circuit court of the United States for the Rhode Island district.

The subscribers, masters in chancery in the cause in equity pending in said court, wherein John H. Clarke, administrator of the estate of Willard W. Wetmore, is complainant, and Henry Mathewson and others are respondents, respectfully report:

That, in pursuance of the decree of said court passed at the November term thereof, A. D. 1841, they having first been sworn to the faithful and impartial discharge of the duties of their appointment, gave notice to the parties of the time and place by them appointed for the hearing in relation to the matters named in said decree, and met the parties at said time and place, and received from each of them their statements, as by said decree is required.

The parties agreed that the whole proceeds of the cargo of the ship Mercury sold at Monterey or Mazatlan, whether belonging to the owners of the ship, to the freighters, or to Capt. Mathewson, were shipped by Capt. Mathewson on board of a French brig for Lima, and arrived there in safety.

It appears, from the deposition of Edwin Bartlett, one of the firm of Bartlett & Swett, at Guayaquil, that the ship Mercury and her cargo were, on arrival at Guayaquil, consigned to that firm for sale, and were by them sold, with the exception of some part of the goods which were by them delivered to Capt. Mathewson for sale by him.

Of the goods so delivered to Capt. Mathewson, no account of sales has been exhibited to the masters; nor does it appear what portion of them belonged to the owners of the Mercury, what portion to the freighters, or what to Capt. Mathewson; nor does it appear what was the amount of the sales made by Capt. Mathewson; he states that he sold a quantity of the goods belonging to the owners of the Mercury to a Capt. Skiddy for $6,320, for which he received payment at Lima; and in the account of sales rendered by Bartlett & Swett, annexed to Bartlett's deposition, a sum of money is credited, as paid them by Capt. Mathewson, for goods which he had sold, and for which he had received payment.

In the absence of satisfactory evidence as to the amount of sales made personally by Capt. Mathewson at Guayaquil, and as to whom the goods so sold belonged, (and upon which points the burden of proof was upon the respondent,) the masters have taken the account of Bartlett & Swett as correct, and considered it as including all the sales made by Capt. Mathewson, excepting those for which he received payment at Lima; and, adding the other sums received by the respondent, Mathewson, at Guayaquil, and deducting his disbursements and the specie shipped for Lima in the Fifeshire, and the amount remitted by bills of exchange, they find that he had, as funds belonging to the owners and freighters of the Mercury to place on board the steam brig Telica, the sum of three hundred [and] forty-eight dollars and seventy-four cents, and that of the sum lost by the explosion of that vessel, one hundred and eighty-five dollars and twenty-six cents is chargeable to the owners of the Mercury.

The respective statements of the parties refer to the evidence by which they claim to support them, and they are herewith returned to the court.

The masters have annexed an account, showing the receipts and disbursements of Capt. Mathewson at Guayaquil, which they believe to correspond with the evidence in the case.

All which is respectfully submitted.

CHARLES F. TILLINGHAST,
RICHARD K. RANDOLPH,
JOHN H. ORMSBEE.

Henry Mathewson in account for receipts and disbursements at Guayaquil.

1825, Sept.	DR.		
Bartlett and Swett's acc't sales, & acc't.	For sales made at Guayaquil by Bartlett & Swett, per their account sales after deducting duties, which duties are charged in their account current - - -		$35,078 86
Acc't No. 6	For sales of the hull of the ship Mercury - - -		2,454 62
Acc't No. 6	For sales of the stores of the ship - - - -		1,287 56
Acc't No. 6	For received of B. James, for money advanced his wife by the owners on *draw*-bill - - - -		510 00
Acc't No. 6	For received of seamen for hospital money - -		58 62
Acc't No. 6	For received of seamen for sales of sundries from the ship, and deducted from their wages - - - -		436 31
Acc't No. 6	For received for the sale of 50 oars - - -		50 00
Acc't No. 6	For received for 11 counterfeit dollars - - -		11 00
Acc't No. 6	For received for gin sold belonging to Butler and E. Carrington & Co. - - - - - -		284 74
			$40,171 71
	Bartlett & Swett's dep. contains their acc't with Mathewson. Wm. S. Wetmore's dep. contains bill of lading for $22,000. No. 6 is Mathewson's account with the owners.		
	CR.		
1825, Sept.	By paid Capt. Skiddy for deficiency of goods sold him -		$121 00
Acc't No. 6	By paid duty on goods shipped at Guayaquil to Lima, September, 1825, per Fifeshire - - - - -		219 00
Acc't No. 6	By paid export duty on 14,000 dollars, per Fifeshire shipped to Lima, and deposited on board the United States ship, 560 dollars, and porterage and bags 7 - - -		567 00
Acc't No. 6	By paid disbursements of Mercury at Guayaquil - -		1,324 87
Acc't No. 6	By paid seamen discharged at Guayaquil - - -		4,535 00
Bill lading, Wetmore's dep'n.	By cash shipped at Guayaquil, per Fifeshire, to Lima, and deposited on board the United States ship - -		22,000 00
B. & S. acc't	By paid duties on 10,000 dollars - - - -		300 00
B. & S. acc't	By paid premium on 5,000 dollars - - - -		50 00
B. & S. acc't	By paid Bartlett & Swett for their draft in my favor on A. Wetmore & Co. at Lima - - - -		10,000 00
B. & S. acc't	By paid premium on the draft - - - -		400 00
B. & S. acc't	By paid M. de la Rocas for duties on bar silver at Mazatlan - - - - $99 10 For a bag of rice - - - 10		109 10
B. & S. acc't	By paid Bartlett & Swett for stockings, shawls, handkerchiefs, and trunk - - - - -		47 00
B. & S. acc't	By paid B. & Swett my passage to Charollos or Lima, per steamer Telica - - - - - -		150 00
			$39,822 97
	Left on hand at Guayaquil - - - -		348 74
			$40,171 71
	Of the above sum of $348 74, the sum of $185 26 is considered by the report as belonging to the owners of the Mercury.		

The above is the statement of the account referred to in the third report of the masters.

CHARLES F. TILLINGHAST,
For Masters.

Captain Henry Mathewson in account current with Edward Carrington & Co. and Cyrus Butler.

	Dr.		
	To balance due, per account as per master's first report -		$36,807 00
	To balance due - - - - - - -		$36,621 74
	To interest on this sum, from 1st July, 1827, to 15th June, 1842, 14 years, 11 months, and 15 days - -		32,863 55
			$69,485 29
	C. Butler, one-half, equal - - -	$34,742 64 8-16	
	E. Carrington, three-sixteenths, equal	13,028 49 3-16	
	Sam. Wetmore, three-sixteenths, equal	13,028 49 3-16	
	John H. Clarke, two-sixteenths, equal	8,685 66 2-16	
		$69,485 29	
1842.	Cr.		
June 15	By the sum reported by the masters as lost overboard [from] the Telica, as belonging to the owners of the Mercury -		$185 26
	By balance carried forward - - - -		36,621 74
			$36,807 00

The above account shows the sum which is due to John H. Clarke, administrator of estate of Willard W. Wetmore, according to the report of the masters, made June term, 1842.

CHARLES F. TILLINGHAST,
JOHN H. ORMSBEE.

Testimony of Ebenezer Andrews.

The testimony of Ebenezer Andrews, taken before the masters on the 13th September, 1841, at the request of Henry Mathewson.

I was captain of the ship Superior, at Canton, in June, 1826. The invoice dated June 6th was made out by me, and was by me sent to the owners of the Superior. I believe that it was impossible to make out a correct invoice at that time, as the expenses had not then all come in. Captain Mathewson made out a corrected invoice of the cargo as soon as he could, as near as my recollection serves me. I presume the invoice produced is the correct invoice. I recollect that we could not get in all the expenses. The invoice was made up at Canton before we left the river; Captain Mathewson made no attempt to procure the sale of his goods first, before goods of the joint adventure were sold.

On cross examination. The invoice of 6th June forwarded by me; I cannot say from what place they were forwarded. It is all in my handwriting; I cannot say that it was or was not sent from Valparaiso. I cannot say when the additional items in different *I ask* were made; I am not able to say that it was sent from Canton or not. The 3,000 piecés of short nankeens I cannot tell to whom they belonged; in Cryder's account sales I presume. I signed bills of lading of all the goods on board of the Superior; I signed some

bills of lading for cargo and freight, but cannot say how many. I was on coast of Chili and Peru in 1822, 3, 4, 5, and 6; Captain Mathewson not there in 1822 when I was. I met him at Lima on his arrival there in 1823. I did not live in same house with Captain Mathewson; I was sometimes at Lynch's house, and sometimes at coffee-house. I do not recollect what funds I had in my private adventure from Canton to Lima; it may have been $3,000 or $5,000. I cannot say what it sold for; I have no means of knowing, it is so long ago. I had accounts at the time. Some persons were concerned in my adventure; some of the clerks in the counting house of E. C. & Co. and Mr. Edward Pierce.

I was not acquainted with many families in Lima; I never knew Donna Juanita Publino. I have heard some persons speak of her; do not know where I heard her spoken of. When I met Mathewson at Lima, I believe I heard Captain Mathewson speak of Martinez. I do not know that I heard him speak of him at Lima, or while on board the Superior. I do not know what he said of him.

Direct examination resumed. The invoices were all made out before we arrived at Valparaiso. The invoices were made as correct as we could make them, and were forwarded in good faith. There was a paper currency in Lima when I arrived there at a discount, but I cannot say how much it was; I arrived there in December, 1822, and I was there from December, 1822, and until December, 1825. The discount continued until the Spanish army approached; until it went down to nothing. The population was continually floating. The patriot army were seeking the money of the old Spaniards who lived in retirement, and continued to appear poor. The sum of $50,000 would not fill the ship Mercury in her voyages between Canton and South America in articles usually employed in that trade.

E. ANDREWS.

Respondent's exhibits to the masters, and referred to in masters' report, June term, 1842.

Respondent's statement, No. 1.

Henry Mathewson in cash account with himself, commencing at Guayaquil and ending on his departure for Lima.

	Dr.	
Statement 6 –	To amount sales for owners and freighters, other than self, at Guayaquil – – –	$36,801 98
do 3 –	amount sold of private adventure at do –	3,931 32
Book C, page 9 {	sale 30 oars – – – – –	50 00
	sale 11 counterfeit dollars – – –	11 00
Printed ans., p. 51 –	cash received of B. Swainey's estate – –	400 00
B. & S. acct. cur., book No. 1, Sept., 1825	cash received of J. Pablino, in dollars, for one-half the draft of $10,000 purchased of Bartlett & Swett, as per contra – –	5,000 00
Printed answer, 51 –	commissions received of Perkins & Russell on sales of their goods – – –	800 00

No. 1.—Continued.

Printed answer, 51 –	To amount received of divers persons for purchasing specie at Guayaquil – –	$700 0
" "	amount of remunerations and gratifications received at Mazatlan, and on hand at Guayaquil	1,200 00
		$48,894 30
	balance of above account – – –	$614 37
	Cr.	
Book 6 – –	By paid Captain Skiddy for deficiency of goods sold him – – – –	$121 00
" – –	duty on goods shipped from Guayaquil to Lima, per Fifeshire, Sept., 1825 –	219 00
" – –	export duty on $14,000, per Fifeshire –	567 00
" – –	disbursements of Mercury at Guayaquil –	1,324 87
Statement 7 –	seamen there discharged – –	2,250 31
Book A, p. 48, bill of lading and Wetmore's deposition – –	cash shipped to Lima, per Fifeshire – –	22,000 00
B. and S., accpt. –	paid duties on $10,000 – – –	300
" " –	paid premium on $5,000 – –	50 00
" " –	Bartlett & Swett for their draft – –	10,000 00
" " –	premium on same draft – – –	400
" " –	Rosas for duties on bar silver – –	99 10
" " –	for bag of rice – – – –	10
" " –	Bartlett & Swett for stockings, &c. –	47 00
" " –	" " my passage in Tilica	150 00
Printed answer, 29; Proudfoot's certificate; Mathewson's protest; letters 60, 61, book No. 1, Sept. 25.	By money and gold dust shipped on board steam brig Tillica, belonging to owners of Mercury and others – – – – –	10,741 65
	By amount carried to new account – –	614 37
		$48,894 30

Respondent's statement, No. 2.

Statement showing amount of sales made by Mathewson at Guayaquil, being in addition to the statements referred to in his cash account, herewith filed, marked No. 1.

Statement H –	Whole amount of sales of cargo, and freight of Mercury, excepting Mathewson's adventure, amounted to –		$128,028 59
Book D, p. 11, and statement H –	He sold at Monterey – –	–$2,229 56	
Statement G –	" Mazatlan – –	–44,094 93	
Statement H –	" Lima – –	–35,240 05	
			81,564 54
Printed ans., p. 28 & 29, and schedules therein referred to.	This must be amount of goods sold by M. at Guayaquil – – – –		$46,464 05

Respondent's statement, No. 3.

Statement showing where, and in what proportions, Mathewson's private adventure of $12,600, *on board the Mercury, was disposed of.*

	The whole amount of money from sales of goods on board the Mercury at Monterey and Mazatlan, after payment of disbursements therefrom, was as stated by complainant in his account marked X	$50,438 19
Statement 7	Add to this amount paid seamen at Monterey and Mazatlan	2,284 62
		$52,722 81
Statement 8	For net sales made for owners and others at Monterey and Mazatlan	46,641 39
	This amount of sales on account of Mathewson's private adventure at Monterey and Mazatlan	6,081 42
	Deduct this sum of $6,081 42 from $12,600, amt. of his private adventure, and it leaves $6,518 58 of his adventure, which he had on his arrival at Guayaquil.	
Ans., p. 29 and 28	All goods on board the Mercury, not sold at Guayaquil, were shipped to Lima, consigned to Alsop, Wetmore & Co., and the net amount of their account sales is	37,258 69
Statement H	The amount sales at Lima on account of owners and freighters, other than Mathewson's, was	35,240 05
	This amount of private adventure sold at Lima	$2,018 64
	Deduct the last mentioned sum of $2,018 64 from the said sum of $6,518 58, amount of Mathewson's private adventure arrived at Guayaquil, and it leaves the sum of being the amount of his said adventure sold at Guayaquil.	4,499 94
	Deduct $510, received of James, advanced by owners, and $58 62, hospital money of crew—$568 62, error in charge of seamen's wages paid at Monterey and Mazatlan	568 62
		$3,931 32

Respondent's statement, No. 4.

Statement of moneys paid to different persons by H. Mathewson out of the sales of the ship Mercury, her cargo, and freight.

To Perkins & Co., book A, p. 14; book D, p. 1, 2, 3, 18; book 6, p. 9	$43,015 25
S. Russell, book A, p. 15; book D, p. 10	3,629 50
T. Forbes, book A, p. 17; book D, 9	2,162 60
Carrington & Butler, A, p. 18; b. D, p. 20	456 12
C. N. Talbot, A, p. 19; D, p. 21	614 15
owners ship Mercury, book D, p. 11, 15, 6, 17, 16, 7, 22; book 6, p. 9, 10	78,154 60
	128,030 22
Whole amount sales of ship Mercury, her cargo, and freight, excepting Mathewson's adventure, is (see statement H, over credit $1 63)	$128,028 59

Respondent's statement, No. 5.

Book E, page 67, 68, 69.

Sales made by Henry Mathewson at Guayaquil, June, 1824, *and not included in Bartlett and Swett's account sales.*

(P)						
M 3, 6, 8,	3 boxes	150	satin shawls -	$7 50	$1125	
67, 65, 77,	3 boxes	150	7-4 crape shawls -	4 50	675	
M 8, 13, 17,	3 boxes	75	pieces cross barred hdkfs.	14 00	1,050	
103	1 box	50	crape dresses -	6 30	315	
	1 box	40	lead boxes tea -	4 00	160	
264, 265	2 boxes	50	pieces black hdkfs. -	14 00	700	
39	1 case	25	pieces mantos -	17 00	425	
50, 54,	2 boxes	50	pieces crape -	11 00	550	
89	1 box	13	pieces stripe hdkfs.	15 00	195	
35	1 box	25	pieces black satin -	28 00	700	
41	1 box	25	pieces mantos -	17 00	425	
						$6,320
			CASH.			
	1 frock coat - - - - -				12	
	1 silk jacket - - - - -				10	
	1 silk pantaloons - - - - -				6	
	1 crape vest - - - - -				3	
						31
	1 mosquito net $10, 1 silk coat $12, 1 pantaloons $6 -					28
	2 silk coats $24, 1 silk jacket $10, 2 pieces hdkfs. $30 -					64
M 215	1 box	25	pieces cross barred hdkfs.	$16 00	$400	
	1 box	50	levantine shawls -	7 50	375	
		2	pieces hdkfs. -	14 00	28	
104	1 box	50	crape dresses - -	6 30	315	
M 214		50	tortoise shell combs -	6 50	325	
239		38	tortoise shell combs -	3 50	133 50	
		200	small combs - -	31	62 50	
		225	pair women's shoes -	1 00	225	
						1,864 00
	A large quantity of goods were sold at retail by Mathewson, which cannot now be designated.					$8,307 00
	1,987 amount sales other than to S. Kiddy.					
	550 amount included in B. & S. account.					
	$1,437 amount sold by M. not included in B. & S. account.					

Respondent's statement, No. 6.

Sales at Guayaquil.

Statement of sales made by Mathewson of ship Mercury's cargo and freight, other than his private adventure at Guayaquil, and prior to his leaving the same, and for which the money was paid him at said Guayaquil.

Statement	A	Amt. of net sales for owners - - - - -	$17,019 87
Do	B	For Perkins & Co - - - - - -	21,793 88
Do	C	Forbes - - - - - - -	559 75
Do	D	S. Russell - - - - - -	2,636 15
Do	F	Carrington & Butler - - - -	277 72

Statement No. 6.—Continued.

Book D, p. 17	For sale of ship Mercury - - - -		$2,454 62
Do p. 16	sale ship's stores - - - - -		1,287 56
Do p. 22	sundries to crew - - - - -		436 30
Statement D 2			
			46,465 85
	Of the above amounts the following sums were paid to Mathewson at Lima:		
Book E, p. 67	Amount sold Captain Wm. Skiddy -	$6,320 00	
B. & S. acc.	Amount sales by Bartlett & Swett, in October, 1825 - - - - - -	3,343 87	
		$9,663 87	9,663 87
			$36,801 98

Respondent's statement, No. 7.

Money paid crew at Guayaquil.

Cash paid seamen at Guayaquil, June, 1824.

Olas Swinson - - -	$119 88	-	book C, No. 1, p. 30
Nicholas Salone - - -	13 63	-	" 32
George Rosin - - -	30 53	-	" 33
John Diman - - -	166 87	-	" 34
John Allen - - -	38 53	-	" 36
David Swaney - - -	131 40	-	" 38
Andrew Rovelry - - -	115 91	-	" 40
John Mortimer - - -	47 98	-	" 41
Daniel Higgins - - -	25 26	-	" 41
Thomas Gould - - -	9 75	-	" 42
Enoch P. Holden - - -	67 45	-	" 43
David Fellows - - -	84 57	-	" 44
James Sickly - - -	54 35	-	" 44
James Grum - - -	52 66	-	" 45
John Young - - -	74 57	-	" 46
Atty Sam - - -	91 57	-	" 46
		$1,124 91	
Ben. James - - - -		983 40	" 66
Cyrus B. Manchester - - - -		142 20	" 70
		$2,250 31	
Whole amount charged as paid at Guayaquil, book A, page 48; book No. 6, page 9 - - - - - - - - -			$4,534 93
Deduct amount actually paid - - - - - -			2,250 31
Amount paid at Monterey and Mazatlan - - - - -			2,284 62
Deduct $510 to James, and $58 62 hospital money, book A, p. 68, book C, No 1 - - - - - - - - - -			568 62
			$1,716 00

Respondent's statement, No. 8, of sales at Monterey and Mazatlan.

Statement of sales made by Mathewson for the owners and freighters of ship Mercury, other than his own adventure, at Monterey and Mazatlan.

Statement A	Net sales of owners at Monterey - - -	$2,229 56
Do do	do do at Mazatlan - - -	29,458 00
Do B	do do for Perkins & Co. - - -	13,101 00
Do C	do do Forbes - - -	338 00
Do D	do do Russell - - -	422 28
Do E	do do Talbot - - -	614 15
Do do	do do Carrington & Butler - -	178 40
		46,341 39
	Add, received also at Mazatlan of C. B. Manchester for debt due Mathewson - - - - -	300 00
	Amount receipts by M. as above - - -	$46,641 39

Respondent's statement A.

Sales on account of owners of ship Mercury.

Sales of sundries at Monterey, December, 1824, on account of the owners of ship Mercury.

1824.			
Dec'r	Net sales at Monterey, book D, page 11 -		$2,229 56
1825.			
March	Gross sales at Mazatlan, book D, page 15 -	$32,163 75	
	Amount of duties and other charges - -	2,705 75	
	Net sales at Mazatlan - - -		29,458 00
Sept.	Gross sales at Guayaquil, book D, page 6 -	22,120 81	
	CHARGES.		
	Duty, commissions, &c. - - -	5,100 94	
	Net sales at Guayaquil - - -		17,019 87
	Gross sales of ship Mercury at Guayaquil, June, 1825, at auction, book D, page 17 - -	2,895 37½	
	CHARGES.		
	Stripping ship, commission, &c. - -	440 75	
	Net sales - - - -		2,454 62½
	Gross sales of sundries from ship Mercury at Guayaquil, July, 1825, book D, page 16 -	1,343 06	
	CHARGES.		
	Commissions, &c. - - - -	55 50	
	Net sales - - - -		1,287 56
	Gross sales of sundries from ship Mercury at Lima, November, 1825, book D, page 7 -	29,657 00	

A—Continued.

1825.	CHARGES.		
Sept.	Duty, commission, &c. - - -	$4,390 94	
	Net sales - - - - -		$25,266 06
	Net sales of sundries to crew at different times, book D, page 22 - - - - -		436 30
			$78,150 97

Respondent's statement B.

Sales on account of Perkins & Co.

Sales at Mazatlan of sundries on account of Messrs. Perkins & Co., January, 1825.

1825.				
Jan'y 3	Gross sales at Mazatlan, book D, page 1 -		$15,410 00	
	Duties and commissions - - -		2,309 00	
	Net sales at Mazatlan - - -			$13,101 00
Sept.	Gross sales at Guayaquil, book D, page 2 -		29,740 50	
	Duties, commissions, &c. - - -		7,946 62	
	Net sales at Guayaquil - - -			21,793 88
Oct.	Sales at Lima, book D, page 3 - - -		11,670 00	
	Duties and other charges at Lima	$3,330 01		
	Transit duty at Guayaquil on the above goods - - -	2,194 00		
			3,549 62½	
	Net sales at Lima - - -			8,120 37½
				$43,015 25

Respondent's statement C.

Sales on account of Thomas F. Forbes.

Sales of sundries on the west coast of America, 1825, *on account of Thomas F. Forbes, book D, page* 9.

1825.	*At Mazatlan.*			
March	Gross sales at Mazatlan - - -		$338 00	
	CHARGES.			
	Commissions, 5 per cent. - - -		16 90	
	Net sales at Mazatlan - - -			$321 10
	Sales at Guayaquil.			
	Gross sales at Guayaquil - - -		789 00	
	CHARGES.			
	Duty, storage, and labor, $1 -	$190 50		
	Commissions on $789, 5 pr cent.	39 45		
			229 25	
	Net sales at Guayaquil - - -			559 75

C—Continued.

Sales at Lima.			
Gross sales at Lima - - - -		$1,850 00	
CHARGES.			
Duty at Lima on $1,850, at 23 pr. ct.	$425 50		
Porterage from Chorillos to Lima -	6 00		
Expenses at Chorillos - - -	9 25		
Transit duty on goods shipped from Guayaquil to Lima - - -	35 00		
Commissions on $1,850, at 5 per ct. -	92 50		
		568 25	
			$ 1,281 75
			$2,162 60

Respondent's statement D.

Sales on account of Samuel Russell.

Sales of sundries on the west coast of America on account of Samuel Russell, 1825, *book D, page* 10.

At Mazatlan.			
Gross sales at Mazatlan - - - - -		$444 50	
Commissions, 5 per cent. - - - - -		22 22	
Net sales at Mazatlan - - - - -			$422 28
At Guayaquil.			
Gross sales at Guayaquil - - - - -		3,762 00	
CHARGES.			
Duty, storage, and porterage at Guayaquil -	$910 25		
Freight from Canton to Guayaquil -	27 50		
Commissions on $3,762, at 5 per cent. -	188 10		
		1,125 85	
Net sales at Guayaquil - - - -			2,636 15
At Lima.			
Gross sales at Lima - - - - -		840 00	
Duty, freight, and commission at Lima - - -		268 93	
Net sales at Lima - - - - - -			571 07
			$3,629 50

Respondent's statement D 2.

Sales of sundries to crew.

Sales of sundries to crew from ship Mercury at different times, and accounted for to the owners at Guayaquil, 1825, *book D, page* 22.

Net sales of sundries to crew at different times - - -	$436 30

Respondent's statement E.

Sales on account of Charles N. Talbot.

Sales of segars at Mazatlan, March, 1825, on account of Charles N. Talbot, book D, page 21.

Sales at Mazatlan.		
Gross sales at Mazatlan - - - - - -	$657 00	
CHARGES.		
Freight and commissions - - - - - -	42 85	
Net sales - - - - - -	-	$614 15

Respondent's statement F.

Sales on account of Butler and Carrington.

Sales of sundries on account of E. Carrington and Cyrus Butler, 1825, book D, page 20.

Gross sales - - - - - - -	$774 00	
CHARGES.		
Freight, duties, and commissions - - - -	317 88	
Net sales - - - - - - -	-	$456 12
Sales of gin on said account at Mazatlan.		
Gross sales of gin - - - - - - -	212 00	
Charges - - - - - - - -	33 60	
		178 40
Net amount at Guayaquil - - - -	-	$277 72

Respondent's statement G.

Sales at Mazatlan, book D.

Net sales at Mazatlan on account of owners, page 15 -	-	$29,458 00
Net sales at Mazatlan, Perkins & Co., page 1 - -	-	13,101 00
Net sales at Mazatlan, Thomas F. Forbes, page 9 -	-	321 10
Net sales at Mazatlan, Samuel Russell, page 10 - -	-	422 28
Net sales at Mazatlan, Charles N. Talbot, page 21 -	-	614 15
Net sales at Monterey on account of owners, page 11 -	-	2,229 56
		$46,146 09
$46,146 09		
2,229 56		
43,916 53		
With sales at Mazatlan, ad'ce. gin of C. and Butler—20 - - - - 178 40		
	$44,094 93	

Respondent's statement H, book D.

Net sales of owner's property at Monterey, page 11 - - -		$2,229 56
Net sales of owner's property at Mazatlan, page 15 - - -		29,458
Net sales of owner's property at Guayaquil, page 6 - - -		17,018 87
Sales of ship at Guayaquil, page 17 - - - -		2,454 62½
Net sales of ship stores at Guayaquil, page 16 - - - -		1,287 56
Net sales of owner's property at Lima, page 7 - - - -		25,256 06
Net sales of sundries to crew, at different times, page 22 - -		436 30
		$78,150 97
PERKINS & Co.—book D.		
Net sales at Mazatlan, page 1 - - - -	$13,101	
Net sales at Guayaquil, page 2 - - - -	21,793 88	
Net sales at Lima, page 3 - - - -	8,120 37	
		43,015 25
THOMAS F. FORBES—book D.		
Net sales at Mazatlan, page 9 - - - -	$321 10	
Net sales at Guayaquil, page 9 - - - -	559 75	
Net sales at Lima, page 9 - - - -	1,281 75	
		2,162 60
SAMUEL RUSSELL—book D.		
Net sales at Mazatlan, page 10 - - -	422 28	
Net sales at Guayaquil, page 10 - - -	2,636 15	
Net sales at Lima, page 10 - - -	571 07	
		3,629 50
E. CARRINGTON & C. BUTLER—book D.		
Net sales at Guayaquil, page 20 - - - - -		456 12
CHARLES N. TALBOT—book D.		
Net sales at Mazatlan, page 21 - - - - - -		614 15
		$128,028 59

At Lima, Owners - -	$25,266 06	
Perkins - -	8,120 37	
Forbes - -	1,281 75	
Russell - -	571 87	
	$35,240 05	

Extracts from book marked C ‡ 1—Accounts with seamen.

Olas Swinson, DR.

1823.			
March 14	To 1 pea-jacket - - - - -	$7	
	1 pr. trousers - - - - -	3	
	1 cap - - - - - -	1	
	1 pr. shoes - - - - -	2 25	
	2 flannel shirts, $3 - - - - -	6	
			$19 25
August 10	1 pr. shoes - - - - -	2 25	
	cash at Callao, by Ben. James - - -	2	
October 7	1 flannel shirt - - - - -	3	
			7 25
1824.			
January 24	1 pr. shoes - - - - -	50	
March 5	2 lbs tobacco, 60 cts. - - - -	1 20	

Statement—Continued.

1824.				
	To cash at Canton		$19 20	
May 16	1 lb. tobacco		60	
June 1	1 pea-jacket		7 50	
	1 monkey jacket		6	
	1 pr. trousers		2 50	
	cash paid by 2d officer		4	
26	1 pair stockings		1	
	4 lbs. tobacco, 40 cts.		1 60	
				$44 10
July 21	1 pr. thick trousers		3 50	
	1 waistcoat		2	
	1 comforter		75	
August 10	4 yds. duck, 60 cts.		2 40	
	4 yds. duck, 50 cts.		2 00	
12	1½ doz. porter		6 75	
16	5 yards duck, 50 cts.		2 50	
	things at auction		5 40	
				25 30
	cash of Ben. James, Whampoa		1	
24	5 lbs. sugar		1	
28	6 bottles porter		2 25	
Septem. 4	1 dozen porter		4 50	
October 8	5 lbs. sugar		1	
1825.				
March 18	1 hat		4	
	1 black hdkf.		1 50	
	1 pr. shoes		1 50	
				16 75
Febru'y 19	1 fine shirt		3 50	
	2 coarse shirts, $1 50		3	
	1 pr. pantaloons		3	
March 4	cash advanced		12	
	your order in favor of C. B. Manchester		2	
	sundries at auction		25 25	
	sundries at auction, pf. 2		4 12	
				52 87
June 14	cash advanced		11	
	order in favor of C. B. M.		6 87	
	do. Thomas Gould		4 50	
16	*cash, June* 16		97 31	
				119 88
				$285 40

Nicholas Salone, DR.

1822.			
December	To cash advanced at Gibraltar	$20	
1823.			
May 5	cash at Valparaiso	2	
July 12	1 pr. shoes	2 25	
	1 striped shirt	2	
17	2 knives	1	
	1 pr. shoes of the mate, April 20	2 25	
			$29 50

Statement—Continued.

1824.				
Feb'y	16	To 3 lbs. tobacco, 60 cts.	$1 80	
		1 skein twine	30	
		1 knife	50	
				$1 20
		cash at Canton, April and May, 1824		44
May	16	1 lb. tobacco	40	
June	26	1 pr. stockings	1	
August	12	1 lb. tobacco	40	
		½ dozen porter	2 25	
		things at auction	2 12	
				6 17
	21	1 dozen porter	4 50	
	24	5 lbs. sugar	1	
Sept.	4	6 bottles porter	2 25	
		2 yards duck, 50 cts.	1	
	25	3 bottles porter	1 12	
October	1	1 skein twine	30	
	8	3 bottles porter	1 13	
		3 yards duck, 50 cts.	1 50	
		5 lbs. sugar	1	
				13 80
		1 camphor trunk	5	
		14 rice boxes	11	
		paid your order in favor of C. B. Manchester	140 50	
		paid C. Manchester, account	4 90	
		hospital money, 29 months, 20 cts.	5 80	
		cash paid, *June* 14, 1825	13 63	
				180 83
		cash advanced at Callao, December, 1823		14 50
				$290 00
		Cr.		
		By wages on board Mercury - - - $290		

George Ropin, Dr.

1822.				
1823.		To cash advanced at Gibraltar, December, 1822		$20 00
		cash advanced at Callao, December, 1823		12 00
1824.				
Febr'y	2	2¼ yards sheeting	$1 00	
		3 lbs. tobacco, 60 cents	1 80	
March	5	2 lbs. tobacco, 60 cents	1 20	
				4 00
		cash at Canton, April and May, 1824		51 00
"	16	2 lbs. tobacco, 40 cents	80	
August	12	6 bottles porter	2 25	
		things at auction	8 00	
"	21	6 bottles porter	2 25	
Sept'r	26	5 lbs. sugar	1 00	
Dec'r	31	1 box crackers	50 00	

Statement—Continued.

1825			
January 27	To 20 pieces nankeen, 75 cents – – –	$15 00	
July 8	70 pieces nankeen, 75 cents – – –	52 00	
	cash paid captain of the port at Guayaquil, *June* 14, 1825 – – – –	30 53	
			$162 33
			$249 33

John Deman, Dr.

1823.			
March 14	To cash advanced at Rio, February, 1823 – – –		$14 50
March 14	1 flannel shirt – – –	$3 00	
	cash at Callao, December, 1823 – –	8 00	
			11 00
	cash at Canton, April and May, 1824 – – –		57 30
May 2	2 lbs. tobacco, 40 cents – – –	80	
July 7	6 yards duck, 50 cts. – – – –	3 00	
	1 skein twine – – – –	30	
" 21	1 flannel shirt – – – –	2 50	
August 12	3 lbs. tobacco, 40 cents – – – –	1 20	
	1 dozen porter – – – – –	4 50	
	things at auction – – – –	4 25	
	cash of Captain James at Callao – –	3 00	
			19 55
" 21	1 dozen porter – – – – –	4 50	
" 22	5 lbs. sugar – – – – –	1 00	
Sept'r 4	1 dozen porter – – – – –	4 50	
" 25	1 dozen porter – – – – –	4 50	
October 8	6 bottles porter – – – – –	2 25	
" 21	6 bottles porter – – – – –	2 25	
			19 00
1825.			
Febr'y 11	1 box Spanish cigars – – – –	10 00	
" 19	6 crape shawls, $5 – – – –	30 00	
March 13	2 crape shawls, $5 – – – –	10 00	
	1 pr. ladies' shoes – – – –	1 00	
	2 shirts, $3 50 – – – –	7 00	
	1 piece check'd kdkfs – – – –	16 00	
	1 cap of Benj. James – – – –	3 00	
			77 00
	things at auction, May 30 – – –	6 81	
	order in favor C. B. Manchester – –	2 67	
	cash, June 13, 1825 – – – –	27 00	
	hospital money – – – – –	5 40	
	cash, June 14, 1824 – – – –	166 07	
			207 95
			$402 30
	Cr.		
	By wages on board Mercury – – – –		$402 30

David Swaney, (*cook*,) Dr.

1823.	To cash advanced at Rio, February, 1823			$14 40
	cash advanced by Ben. James at Callao, November, 1823			14 50
	cash at Canton, April and May, 1824			61 25
1824.				
July 21	1 pea-jacket	$7 50		
August 10	5 lbs. sugar	1		
12	6 bottles porter	2 25		
	cash advanced at Whampoa, by Ben. James	7		
				17 75
28	1 bottle wine	50		
Septem. 8	2 bottles wine	1		
20	2 bottles wine, 50 cts.	1		
22	5 lbs. sugar	1		
				3 50
	hospital money			3 60
				115 10
	cash to remit wife			131 40
				$246 50
	Your wages on board Mercury	$246 50		

Christian Lock, Dr.

1823.				
1824.	To cash advanced at Callao			$7
Feb'y 17	2 lbs. tobacco, 60 cts.	$1 20		
March 5	2 lbs. tobacco, 60 cts.	1 20		
	cash at Canton, April, 1824	36		
May 16	3 lbs. tobacco, 40 cts.	1 20		
	paid your personal expenses at Whampoa	20		
	cash paid by Ben. James	2		
				61 60
				$68 60

Andrew Rovelry, Dr.

1824.				
Feb'y 7	2 lbs. tobacco, 60 cts.	$1 20		
17	2 lbs tobacco, 60 cts.	1 20		
	cash at Canton, April and May, 1824	69 45		
June 21	1 pea-jacket	7 50		
	1 monkey-jacket	6 00		
July 3	3 lbs. tobacco, 40 cts.	1 20		
7	3 yards duck, 50 cts.	1 50		
21	2 Guernsey frocks, $2	4		
	auction	1 75		
	cash of Ben. James at Whampoa	3		
				$96 80

Statement—Continued.

1824.			
August 12	1 dozen porter	$4 50	
28	3 yards duck, 50 cts.	1 50	
October 8	1 dozen porter	4 50	
21	3 lbs. tobacco, 40 cts.	1 20	
March 13	1 piece black hdkfs.	13 75	
	at auction, May 30	1 37	
	order in favor C. B. Manchester	8 87	
	hospital money	3 60	
			$49 29
	cash at *Guayaquil, June* 13, 1825		115 91
			$252 00
	Cr.		
	By wages on board Mercury	$252 00	

Thomas Gould, Dr.

1824.			
Feb'y 1	To 6¾ yards sheeting	$3	
	2 lbs. tobacco, 60 cts.	1 20	
17	1 lb. tobacco	60	
	cash at Canton, April and May, 1824	43 20	
			$48 00
May 16	2 lbs. tobacco, 40 cts.	80	
	1 pea-jacket	7 50	
	1 monkey-jacket	6	
June 1	cash advanced at Canton	40	
			54 30
July 7	3 yds. duck, 50 cts.	1 50	
21	1 pr. thick trousers	3 50	
	2 Guernsey frocks, $2	4	
August 12	3 lbs. tobacco, 40 cts.	1 20	
	1 dozen porter	4 50	
17	4 yds. duck, 60 cts.	2 40	
	things at auction	2 37	
18	500 Spanish cigars	5	
			24 47
21	1 dozen porter	4 50	
23	5 lbs. sugar	1	
Septem. 4	1 dozen porter	4 50	
25	1 dozen porter	4 50	
			14 50
October 8	1 dozen porter	4 50	
	1 pr. trousers	2 50	
21	3 lbs. tobacco, 40 cts.	1 20	
	1 dozen porter	4 50	
	500 cigars	4 50	
1825.			
March 13	1 piece hdkfs.	11	
	things at auction	1	
	order in favor C. Manchester	29	
			58 60

Statement—Continued.

1825			
	4 lbs. tobacco, 40 cts.	$1 60	
	500 Spanish cigars	5 00	
	8 yards duck, 50 cts.	4	
	sundries at auction	16 37	
	hospital money	3 60	
	order in favor C. B. Manchester	12 50	
			$43 07
	cash at *Guayaquil, June* 14, 1825	9 6	
			$252 00

Enoch P. Holden, Dr.

1823.			
	To 1 knife	$0 50	
October 27	1 piece sheeting	13	
	cash at Callao, December, 1823	50	
1824.			
Feb'ry 17	1 lb. tobacco,	60	
June 7	4 yards duck, 60 cts.	2 40	
	1 short jacket	6	
	1 skein twine	30	
	2 Guernsey frocks, $2	4	
			27 30
	cash of Capt. James, at Whampoa	11	
	cash at Canton	16 62	
			27 62
July 21	1 pr. thick trousers	2 50	
	1 comforter	75	
August 6	10 yards duck, 50 cts.	5	
	1 hat	1 37	
24	5 lbs. sugar	1	
1825.			
Feb'ry 17	10 pieces nankeen, 75 cts.	7 50	
	things at auction	2	
	order in favor of C. B. M.	22 25	
	duck of C. Manchester	6	
	cash of Ben. James	3	
	hospital money	4 76	
			56 13
			$111 05
	Cash at Guayaquil, June 12		67 45
			$178 50
	Cr.		
	By your wages on board ship Mercury, from June 17, 1823, to June 11, 1825—23 m. 24 days, *a* $7	$178 50	

Daniel Fellows, Dr.

1825.			
Feb'y 5	To cash advanced	$10	
March 5	cash advanced	3	
6	1 hat had of 2d officer	4	
			$17

Statement—Continued.

1825.	To 4 bottles gin - - - - -	$2 68	
	4 lbs. tobacco, 40 cts. - - - -	1 60	
	hospital money, - - - - -	1 50	
			$5 78
	Cash, 13*th June*, 1825 - - - - - -		84 57
			$107 35
	Cr.		
	By wages on board Mercury -	$107 35	

James Sickly, blacksmith, Dr.

1825.			
March 5	To cash advanced - - - -	$10 00	
12	1 jacket - - - - -	3 50	
	2 shirts - - - - -	7 00	
	order in favor of C. B. Manchester -	2 00	
	hospital money - - - -	1 50	
	June 12, *cash* - - - -	29 00	
			$53 00
	cash paid, June 13, 1825 - - - -		54 35
			$107 35
	Cr.		
	By wages on board the Mercury, 7 mo. 13 days, $14 50 mo. - - -	$107 35	

James Green, carpenter, Dr.

1824.			
Dec'r 10	To cash of C. B. Manchester - - -	$10 00	
22	cash of C. B. Manchester - - -	10 00	
31	cash of C. B. Manchester - - -	12 00	
1825.			$32 00
Feb'y 5	cash - - - - - -	10 00	
19	cash - - - - - -	3 00	
	cash advanced - - - -	5 00	
March 5	cash - - - - - -	5 00	
	cash of C. B. Manchester - - -	5 00	
			28 00
	cash of Benj. James - - - -	3 00	
	order in favor C. B. Manchester - -	90	
	cash 12 *June* - - - -	18 00	
	hospital money - - - -	1 10	
			21 00
	cash, June 13, 1825 - - - -		52 66
			$133 66
	Cr.		
	By your wages on board the Mercury - -	$80 66	

John Young, China steward, Dr.

1824.			
	To cash advanced June 20, 1824		$24 00
July 7	3 yards duck, 50 cts.	$1 50	
	things at auction	1 69	
			3 19
	cash at Guayaquil, June 10, 1825	19 12	
	hospital money	2 43	
			21 55
	cash at Guayaquil, June 29, 1825		74 57
			$123 31
	Cr.		
	By wages from June 17, 1824, to June 27, 1825, 12 mo. 10 days, at $10	$123 31	

Atty Sam, China boy, Dr.

1824.			
	To cash advanced at Canton, May 20, 1824		$9 00
Oct. 1	2 flannel shirts, $2 50	$5 00	
	1 silver spoon you hove overboard	3 00	
	hospital money	2 43	
			10 43
			19 43
	cash at Guayaquil, June 29, 1825		91 57
			$111 00
	Cr.		
	By wages from June 18, 1824, to June 27, 1825, 12 mo. 10 days, at $9	$111 00	

John Mortimer, carpenter, Dr.

1825.			
Feb. 19	To cash advanced		$10 00
	sundries at auction, May 30	$4 12	
	Do June 2	5 68	
	order in favor of C. B. Manchester	3 25	
			13 15
	order in favor of C. B. Manchester	3 30	
	hospital money	1 20	
	paid Benj. James on your account	2 25	
	cash paid, June 14, 1825	47 98	
			54 73
			$77 78

Daniel Higgins, cooper, Dr.

1825.			
Feb. 19	To cash advanced		$10 00
	things at auction, May 30	$7 74	
	order in favor of C. B. Manchester	1 20	
	hospital money	1 10	
	cash, June 14, 1825	25 26	
			43 30
			$53 30

John Allen, Dr.

1824.			
Feb. 17	To cash advanced at Paita	$2 00	
	2 lbs. tobacco, 60 cts.	1 20	
	cash at Canton, April and May	48 30	
May 31	1 lb. tobacco	40	
June 2	1 pea jacket	7 50	
26	2 pr. trousers, $1 50	3 00	
	1 skein twine	50	
July 7	3 yards duck, 50 cts.	1 50	
21	1 pr. thick trousers	3 50	
	1 short jacket	6 00	
	3 guernsey frocks, $2	6 00	
	2 flannel shirts, $2 50	5 00	
	1 comforter	75	
Aug. 10	2 lbs. tobacco, 40 cts.	80	
12	1 doz. porter	4 50	
	things at auction	1 75	
			$92 50
	cash of Capt. James at Whampoa	1 00	
21	1 dozen porter	4 50	
24	5 lbs. sugar	1 00	
Sept. 4	1 dozen porter	4 50	
25	2 flannel shirts, $2 50	5 00	
	1 camphor trunk	5 00	
	your order favor of C. B. Manchester	14 65	
			45 65
	things at auction, May 30	20 25	
	Do June 2	14 71	
	cash, June 13	13 37	
			38 53
			$176 68
	Cr.		
	By wages on board ship	$169 00	

Captain Benj. James in account with Henry Mathewson.

1824.	Dr.		
Feb'y	To balance of old account		$71 45
	cash paid Russell & Co. at Canton, on your account, June 27, 1824		615 69
	1 pr. trousers	2 50	
	cash paid 3d January, 1825	54 00	
			56 50
			$743 64

Statement—Continued.

	To hospital money, 2 y. 6 m. 18 ds., 20 cts. -	$6 12	
	freight 4 tons goods from Canton to Mexico, $50 ton - - - - -	200 00	
	draw bill on E. Carrington & Co. 34 months, $15 month - - - -	510 80	
	cash at Guayaquil, June, 1825 - -	983 20	
			$1,699 32
			$2,442 96
1824.	Cr.		
May 23	By amount your bill at Canton, May, 1824 - -		$167 62
	amount paid Phillipe S. Zaldisa at Wampo, April, 1824 -		418 75
	Phillapa's order on me, March, 1824 - - -		101 00
	cash had of you to pay pilot, June 23 and 27, 1824 -		54 00
	cash paid seamen and boat hire at Wampoa, May, 1824 -		45 50
	carpenter's bill - - - - - -		2 00
			$788 87
	cash to E. Holden - - - -	$3 00	
	" S. Perkins - - - -	3 00	
	" J. Mortimer - - - -	2 25	
	cash due from seamen for tobacco - -	15 00	
			23 25
	wages on board ship Mercury from 23d November, 1822, to June 11, 1825, 2 y. 6 m. 18 days, at $50 mo. - - - - -		1,530 32
	half sales of cloths to crew - - -		94 75
	cash to John Green - - - -	3 00	
	John Deman - - - -	3 00	
			6 00
			$2,443 19

Christian H. Christianner in account with Henry Mathewson.

1824.			
	To cash advanced at Canton, May 26, 1824 -	-	$25 00
July 21	2 guernsey frocks - - - -	$4 00	
	at auction - - - - -	3 00	
Oct. 2	2 ps. thick trousers - - - -	5 00	
			12 00
Dec. 31	1 box crackers - - - -	5 00	
1825.			
Mar. 13	4 pieces checked hhks, $15 - - -	60 00	
19	1 piece B. hhks. - - - -	14 00	
	10 pieces nankeens, 70 cts. - - -	7 00	
			131 00
	5 levantine shawls, $7-4 - - -	37 04	
	9 pieces checked hhks., $15 - - -	135 00	
	8 pieces ribbon - - - -	3 00	
			175 50
20	31 red crape shawls, $4-2 - - -	131 06	
	24 4-4 crape shawls, $2 - - -	48 00	
	8 levantine shawls, $7-4 - - -	60 00	
	2 pieces X barred hhks., $13-4 - -	27 00	

Statement—Continued.

1824.	2 pieces checked hhks., $12 - - -	$24 00	
	2 pieces checked hhks., $15 - - -	30 00	
			$320 75
	Samuel Russell's order on you, and by you accepted - - - - -	100 00	
	interest - - - - - -	12 50	
			112 50
	things at auction, May 30, 1825 - -	13 62	
	6 pieces nankeen - - - -	6 00	
	14 yards of duck, 60 cts. - - -	8 40	
	cash you had of John Steed - - -	3 00	
	hospital money - - - -	2 70	
	cash at Guayaquil, July 11, 1825 - -	47 53	
			81 25
			$858 00
1825.	Cr.		
Mar. 20	By cash - - - - - -	$410 00	
	cash of E. Flotes - - - -	94 00	
			$504 00
	cash of Wm. Kiddy for his mate - -	10 00	
	wages from May 4, 1824, to June 27, 1825, 1 y. 1 m. 23 ds., $25 - - - -	344 00	
			354 00
			$858 00

Cyrus B. Manchester in account with H. Mathewson.

1824.	Dr.		
June.	To 1 jacket you had of B. James - - -	$2	
	cash, per receipt, at Canton, June, 1824 -	190	
			$192
	1 pair shoes - - - - -	2	
	3 Guernsey frocks, $2 - - -	6	
	1 comforter - - - - -	75	
	2 pairs thick trousers - - -	5	
	45 pounds tobacco, 10 cents - - -	4 50	
	500 Spanish segars - - - -	5	
	1 pair shoes - - - - -	1 75	
			25
			$217
Dec. 8	400 Spanish segars - - - -	4	
31	1 box crackers - - - -	40	
1825.			
Feb. 1	6 pieces handkerchiefs, $14 - - -	84	
	32 pieces blue nankeen, damaged - -	28	
			154
3	10 pieces blue nankeen, $1 75 - -	17 50	
11	1 piece handkerchiefs - - -	9	
14	cash had of mine - - - -	13	
18	2 pieces B'g. handkerchiefs, $9 - -	18	
20	1 short jacket - - - -	3	
	50 paper lanterns, 4 reals - - -	25	
			86 50

Account—Continued.

1825.	To 7 pieces blue nankeen, $1 75	– –	$12 25	
	8 lackered drinking cups, $8	– –	64	
	3 do. work boxes, $12	– – –	36	
	1 box segars – – – – –		8	
	7 pieces bird'seye handkerchiefs, $9	–	63	
				$183 25
	25 rice boxes – – – –		28 12	
	4 7-4 crape shawls – – – –		17 37	
	10 silk scarfs, $5 – – – –		50	
March 8	4 levantine shawls, $7 4 – – –		30	
	4 pieces co. nankeen, $1 – – –		4	
9	2 levantine shawls, $7 4 – – –		15	
				144 49
	2 writing desks – – – –		28	
12	11 silk scarfs, $4 4 – – –		49 50	
	3 pieces handkerchiefs, $15 – – –		45	
14	4 pieces handkerchiefs, $15 – – –		60	
				178 50
20	12 levantine shawls, $7 4 – – –		90	
	1 piece handkerchiefs – – –		15	
	1 piece crossbarred handkerchiefs – –		14	
	1 piece crossbarred handkerchiefs – –		13	
	25 7-4 crape shawls, $4 4 – – –		112 50	
				244 50
	1 embroidered shawl – – –		40	
	6 levantine shawls, $7 4 – – –		45	
	51 4-4 crape shawls – – – –		100	
	2 pieces crossbarred handkerchiefs, $13 4 –		27	
	3 pieces checkered handkerchiefs, $15 –		45	
	4 pieces handkerchiefs, $12 – – –		48	
				305
23	24 7-4 crape shawls, $4 4 – – –		–	102
	6 pieces nankeen – – – –		–	6
	your month's advance at Gibraltar – –		–	10
	1 mosquito net – – – –		$10	
	cash for marketing – – – –		10	
	1 case gin – – – – –		7	
	1 trunk – – – – –		7	
	hospital money – – – –		6 20	
				40 20
	cash at Guayaquil, June, 1825 – –		–	142 20
				$1,814 14
1824.	Cr.			
June.	By 1 dozen tumblers at Canton, June, 1824 –		–	$2
	By amount Nicholas Salone's order, pay out of his wages in your favor – – – –		–	140 50
March 29	By cash – – – –		$560	
	By cash paid Bats – – – –		398 50	
				958 50
				$1,101 00
	By wages from November 19, 1822, to November 12, 1823, 11 ms. 26 days, at $10 m. – –		$117 67	
	By wages from November 13, 1823, to April 19, 1824, 5 ms. 8 days, $20 ms. – – –		105 33	
	By wages from April 19, 1824, to June 12, 1825, 13 ms. 25 days, at $25 – – –		334	
	By amount your bill against seamen – –		125 14	
	By your bill marketing at Guayaquil, June, 1825		31	
				713 14
				$1,814 14

Book D, page 1, referred to in masters' 2d report.

Sales of sundries on the west coast of America, on account of Messrs. Perkins & Co. Canton, 1825.

1825.					
Jan. 1	100 pieces blue nankeen	$1 75	$175		
	100 pieces blue nankeen	1 69	169		
	50 pieces blue nankeen		90	4	
	4,750 pieces blue nankeen	1 4			$434 4
	5,000				7,125
(P)	*Levantine Shawls.*				
M. 1, 2	100 levantine shawls	7 4	750		
5	50 levantine shawls	7	350		
	150				1,100
11, 14, 15	115 satin dresses	11	1,265		
12, 13	60 satin dresses	10 6	645		
	175				1,910
	300 crape shawls	4	1,200		
	50 crape shawls	4 2	212	4	
	350				1,412 4
27	130 satin scarfs	4 4	585		
	70 satin scarfs	5	350		
	200				935
32, 37	37 pieces bird'seye handkerchiefs	9	333		
36, 38	50 pieces bird'seye handkerchiefs	9 2	462	4	
44	25 pieces bird'seye handkerchiefs	9	225		
45	15 pieces bird'seye handkerchiefs	10	150		
	10 pieces bird'seye handkerchiefs	11	110		
	137				1,280 4
20, 21	50 pieces black handkerchiefs	14	700		
22	25 pieces black handkerchiefs	13 4	337	4	
	75				1,037 4
24	4 pieces blue camblet	25	100		
25	3 pieces black camblet	25	75		
	7				175
					$15,410 0
	CHARGES.				
	Duties paid on imports		$515	4	
	Duties on export of *spetia*, 7½ per cent.		723		
	Due from Enopia Flates for 200 ps. blue nankeens		300		
					1,538 4
					$13,871 4
	Commissions 5 per cent. on $15,410				770 4
					$13,101 4

D 2.

Sales of sundries at Guayaquil, September, 1825, on account of Messrs. Perkins & Co., Canton.

1825.					
(D)					
M. 114, 116	100 crape shawls - - -	$4 4	$450		
	500 crape shawls - - -	7	3,500		
	1,000 crape shawls - - -	6 4	6,500		
	600 crape shawls - - -	4	2,400		
	400 crape shawls - - -	6	2,400		
	150 crape shawls - - -	6 2	937	4	
	50 crape shawls - - -	6 4	325		
	50 crape shawls - - -	6	300		
	450 crape shawls - - -	5	2,250		
	150 crape shawls - - -	4 4	675		
	3,450				$19,737 4
16, 19	50 pieces levantines - -	24	1,200		
17, 18	50 pieces levantines - -	26	1,300		
	100				2,500
24, 25	32 pieces camblets - -	24	–		768
4, 7, 10	140 levantine shawls - -	9 4	–		1,330
23	25 pieces black handkerchiefs	18	–		450
49, 50	15 pieces vestings - -	38 6½	–		582
46	25 pieces black satins - -	30	750		
47	25 pieces black satins - -	34	850		
	50				1,600
33	25 pieces bird'seye handkerchiefs	13	325		
37	14 pieces bird'seye handkerchiefs	–	156		
	39				481
40, 41, 42	18 pieces velvet - -	44	–		792
3, 6, 8	150 levantine shawls - -	7 4	–		1,125
					$29,365 4
	50 levantine shawls - -	7 4	–		375
	200				$29,740 4
	CHARGES.				
	Duty on $27,190, at 23 per cent. -		$6,253	6½	
	Storage on do., at ½ per cent. -		100	7½	
	Porterage to and from custom-house -		56		
	Commission on sales, at 5 per cent. -		1,487		
					7,946 5
					$21,793 7
	N. B. Due on account of the foregoing sales:				
	From B. Alyvardo, sales -		$750		
	J. Gumitt - - - -		200		
					950
					$20,843 7
	Which, if not paid, is also to be refunded by Perkins & Co.				

D. 3.

Sales of sundries at Lima, October, 1825, on account of Messrs. Perkins & Co., Canton.

1825.			
(D) M	1,200 crape shawls, $6 4 - - - - -		$7,800
48	20 pieces b. satin, $54 - - - - -		1,080
28, 31, 30	18 pieces, 252 yards, velvet, $3 - - - -		756
151	9 crape shawls, embroidered, $36 - -	$324	
	33 crape shawls, $20 - - - -	660	
			984
	42		
35, 39	50 pieces bird's eye hdkfs., $8 - - - -		400
33, 34	50 pieces bird's eye hdkfs., 4 - - - -		200
	100		
29	6 pieces black velvet, $25 - - -	150	
26	20 pieces black camblet, $15 - - -	300	
			450
			$11,670
	CHARGES.		
	Duties on $11,220, a 23 per cent. - -	$2,580	
	Storage at Lima, 1 per cent. - - -	116 5½	
	Porterage at and from Chorillas - - -	50	
	Commissions 5 per cent. - - - -	583 4	
			3,330 1
			$8,340 7
	Transit duty at Guayaquil on the above goods, 2½ per cent. - - - - -	$219 4	219 4
			$8,121 3

D. 4.

Sales at Guayaquil of sundries on account of the owners of ship Mercury, September, 1825.

1825.							
[M] 228, 229	50 pieces crape,	$11	–	–	–	–	$500
262, 293	50 pieces levantine,	24	–	–	–	$1,200	
45, 46	48 pieces levantine,	22	–	–	–	1,008	
	* 1 piece do	‡ 46	–	–	–	25	
	9 pieces levantines,	$20	–	–	–	180	
39, 41	50 pieces levantines,	17	–	–	–	850	
							3,263
	158						
	13 pieces levantines,	$15	–	–	–	–	195
6, 7	59 pieces crossbarred hdkfs.,	$19	–	–	–	1,121	
8, 13, 17	75 pieces crossbarred hdkfs.,	14	–	–	–	1,050	
215	25 pieces crossbarred hdkfs.,	16	–	–	–	400	
							2,571
217	25 pieces crossbarred hdkfs.,	17	–	–	–	–	425
	184						
	11 pieces satin,	$35	–	–	–	–	385
	4 pieces satin,	34	–	–	–	–	136
	1 piece satin – *		–	–	–	–	35
35	23 pieces satin,	$28	–	–	–	–	644
							1,200
	39						
	253 pieces short nankeen,	$6			–	–	188 6
	300 pieces " "	1			–	–	300
	3,300 pieces " "	7½			–	–	2,887 4
	600 pieces " "				–	–	523
	3,994 pieces " "	6½			–	–	3,645
							7,544 2
	8,447						
	Long pieces damaged nankeens:						
	23 pieces long company	5	–	–	–	14 3	
	13 pieces " "		–	–	–	4 7	
	75 pieces long company,	$1 2	–	–	–	93 6	
	340 pieces at auction	–	–	–	–	216 6½	
	300 pieces at private sale		–	–	–	230	
	181 pieces at auction	–	–	–	–	118 2½	
							678 1
	932						
240	1 box fire crackers	–	–	–	–	116	
242, 243, 244	3 boxes fire crackers,	$120	–	–	–	360	
245, 246	2 boxes, damaged }						
249	1 box to fill up }	damaged	–	–	–	163	
							639
							$17,065 3

* Sarsenets, not levantines.

D 5.

Sales at Guayaquil continued, and amounts brought forward, September, 1825.

1825.	Amount brought forward – – –		$17,065 3
[M] 264, 265	50 pieces black hdkfs., $14 – – –		700
	50 crape dresses, $6 30 – – –	315	
	60 crape dresses, 6 – – –	360	
			675
	110		
	100 crape shawls, $4 – – – –		400
50	25 pieces crape, 11 – – – –		275
	10 sofas, $40 – – – – –	400	
	1 sofa – – – – –	20	
	3 sofas – – – – –	65	
	2 sofas – – – – –	70	
	14 sofas, at auction – – – –	324	
	8 sofas with Bartlett & Swett.		
			879
	38		
	8 brass bound dressing cases – –	–	41
	6 grass cloth shirts – – – –	24	
	48 grass cloth shirts – – – –	197 4	
	75 grass cloth shirts – – – –	296 5	
	7 pieces cloathing – – – –	23 2	
			541 3
	136		
	16 pieces grass cloth hdkfs. – –	–	245
	24 pair grass cloth pantaloons – –	–	90
142	1 box ising glass fans – – –	28 4	
	55 pair velvet slippers – – –	87 5	
	8 camphor trunks – – –	63	
	58 pair suspenders – – – –	29	
	42 pair " lost in steamboat.		
			208 1
	100		
214	50 tortoise shell combs, $6 4 – – –	325	
239	38 tortoise shells combs, 3 4 – – –	133 4	
	200 small tortoise shell combs, 2½ rials – –	62 4	
			521
	288		
	225 pair women's shoes, $1 – – – –		225
	1 box tea – – – – –	25	
	7 boxes at auction, damaged – – –	51 2½	
	1 box all damaged.		
			76 2½
			$21,941 1½

D. 6.

Sales at Guayaquil continued, and amounts brought forward, on account of the owners of the ship Mercury, September, 1825.

	Amount brought forward – – –			$21,941 14
	40 lead boxes of tea, $4 – – –		$160	
	6 camphor trunks, damaged – – –		19 5	
				17 95
				$22,159 09
	Duties on $17,220, a 23 per cent. –		$4,060 60	
	Storage on $21,865, a ½ per cent. –		109 35	
	Porterage to and from custom-house –		100	
	Balso hire discharging – – –		43	
	Labor on goods in custom-house – –		6	
	Commissions on fans at auction, lot –		4	
	Paid Estrevano for papers relative to duties and stamp paper – – – – –		6 50	
	Bagging and twine for boxes, per Fifeshire –		6 50	
	Commissions, 4 per cent., on $17,900 – –		716	
				5,101 71
				$17,118 7
[M] 294	1 case, 25 pieces, black levantine			
263	1 case, 25 pieces, black levantine			
	31 crape dresses	Left with Alsop & Wetmore for sale at Lima, November, 1825.		
	8 boxes hats			
	21 kegs tobacco			
	1 box pagordas			
	1 box dressing cases			
	Stole at Guayaquil out of custom-house.			
	8 trunks containing clothing and hdkfs.			
	3 boxes, 1,500 small tortoise shells combs and 3 pieces silk.			
	200 " lost in steamboat.			
	72 shirts lost in steamboat.			
	6 pieces fine grass cloth hdkfs lost in do.			
	3 embroidered crape shawls, ‡ 238, lost in steamboat.			
	1 not burnt but badly damaged, so that I am taking it back to Canton to be dyed over again.			
	Most of the shoes wet and badly damaged with the rice boxes, pagordas, and hams.			

D 9.

Sales of sundries on the west coast of America, by Henry Mathewson, on account of Thomas F. Forbes, esq., Canton, 1825.

1825.			
	At Mazatlan.		
[F] 3	20 satin dresses, $11	$220	
	60 4-4 and 7-8 silk hdkfs.	118	
			$338
	At Guayaquil.		
2	41 levantine shawls, $9 4	389	
1	40 levantine shawls, $10	400	
			789
	At Lima.		
4, 5	100 7-4 crape shawls, $6 4	650	
6, 7, 8, 9	200 7-4 crape shawls, $6	1,200	
			1,850
			$2,977
	CHARGES.		
	Duty at Guayaquil on $789, a 23 per cent.	181 4	
	Storage and labor	9	
	Duties at Lima on $1,850, 23 per cent.	425 4	
	Portage from Chorillos to Lima	6	
	Expenses at Chorillos	9 2	
	Transit duty on goods shipped at Guayaquil for Lima, $1,400 at 2½ per cent.	35	
	Commissions on $2,977 a 5 per cent.	148 7	
			815 1
			$2,161 7

D 10.

Sales of sundries on the west coast of America, by H. Mathewson, on account of Samuel Russell, Canton, 1825.

1825.			
[B] 1	9 levantine shawls, $8	$72	
	41 levantine shawls, $7 4	307 4	
	—50		
	10 crape dresses, $6 4	65	
			$444 4
	At Guayaquil.		
10, 11	50 pieces black levantines, $24		1,200
2, 3	100 levantine shawls } 140, $9 4		1,330
4	40 levantine shawls }		
	—140		
5	50 crape dresses, $9		450
9	23 embroidered crape shawls, $34		782
	At Lima.		
6, 7, 8	50 7-4 crape shawls.		
6, 7, 8	140 crape dresses, $6		840
			$5,046 4

D 10—Continued.

	CHARGES.		
	Duty at Guayaquil on $3,762, a 23 per cent. –	$865 2	
	Storage and porterage – – – –	45	
	Duties at Lima on $840, a 23 per cent. – –	193 1½	
	Expenses at and from Chorillos to Lima – –	9	
	Transit duty on goods shipped from Guayaquil for Lima, $750 a 2½ per cent. – – –	18 6	
	Freight from Guayaquil to Lima – – –	6	
	Freight from Canton to Guayaquil – – –	27 4	
	Commissions on $5,046, a 5 per cent. – –	252 2½	
			$1,417
			$3,629 4

D 11.

Sales at Monterey, December, 1825, by H. Mathewson, of sundries, on account of the owners of ship Mercury.

1825.				
[M]	3,200 lbs. pilot bread – – – –	–		$373 1½
	62 chairs – – – – –	$183 2½		
	2 sofas with curtains, $30 – – – –	60		
	1 bureau secretary – – – –	35		
			278 2½	
	2 wash-stands, $10 – – – –	20		
	47 camphor trunks – – – –	301		
	8 small boxes tea – – – –	20		
			341	
B	2 embroidered crape shawls, $25 – – –	50		
A	1 embroidered crape shawl – – –	25		
D	1 embroidered crape shawl – – –	40		
	—4		115	
	30 paper boxes of flowers – – –	60		
	3 writing desks, $10 – – – –	30		
	1 set china coffee cups – – – –	18		
	3 dining sets of china, $28 – – –	84		
	1 brass bound dressing-case – – –	6		
	1 laquid work-box – – – –	12		
	1 laquid dressing-case – – – –	8		
			218	
	9 crape dresses, $8 – – – –	72		
	3 pieces black satin, $30 – – – –	90		
‡ 82	42 8-4 satin shawls, $8 – – – –	336		
78	19 satin dresses, $12 – – – –	208		
	4 p. shoes – – – – –	5		
	125 pieces short nankeen – – – –	97		
	360 lbs. brown sugar – – – –	40 4		
			848	
	180 lbs. white sugar – – – –	20 6½		
	5 silk waistcoats, $2 – – – –	10		
	78 lbs. coffee – – – – –	20		
	½ bbl. tar and a ¼ of a bullock – – –	4 6		
			55 4½	
			$2,229 4½	

D 12.

Sales of sundries at Mazatlan, March, 1825, by H. Mathewson on account of the owners of ship Mercury.

1825.						
		Blue nankeens.				
[M]	1,900	pieces company dyed blue	-	$1 22	$2,327 4	
	100	pieces damaged	-	- -	28	
	2,000					$2,355 4
		Company yellow.				
	3,700	pieces company nankeens	-	7 -	-	3,237 4
	3,000	pieces short yellow	-	- 6	2,250	
	428	pieces short yellow	-	- 70 cts.	229	
	3,428					2,549 5
		Satin dresses.				
77, 79, 80, 81	200	satin dresses	- -	- 11	2,200	
78	31	satin dresses	- -	- 10 4	325 4	
	231					2,525 4
		Satin shawls.				
84	67	satin shawls	- -	- 8	536	
83	41	satin shawls	- -	- 7	287	
85	50	satin shawls	- -	- 7 2	362 4	
86	50	satin shawls	- -	- 7 4	375	
	208					1,560 4
		Crape shawls.				
22, 25, 31, 32	250	7-4 crape shawls	-	- 4	1,000	
24	50	crape shawls	-	- 4 2	212 4	
61	50	crape shawls	-	- -	216	
	20	crape shawls	-	- 5	100	
	30	crape shawls	-	- 4 4	135	
	400					1,663 4
		Crape scarfs.				
111	36	crape scarfs	- -	- 3 6	135	
	7	crape scarfs	- -	- 4 4	31 4	
	1	crape scarf	- -	- -	5	
	6	crape scarfs	- -	- 4	24	
	50					195 4
		Crape dresses.				
91	50	crape dresses	- -	- 6 30	315	
93	56	crape dresses	- -	- 6 4	364	
	13	crape dresses	- -	- 8	104	
	17	crape dresses	- -	- -	122 4	
	136					905 4
				Carried forward,		$14,993 1

D 13.

Sales at Mazatlan, continued, on account of the owners of ship Mercury, 1825, and amounts brought forward.

1825. [M]	Amount brought forward				$14,993 1
	Crossbarred hdkfs.				
11, 12, 14	77 pieces crossbarred hdkfs.	$13	$1,001		
5, 18	62 pieces crossbarred hdkfs.	14	868		
	11 pieces crossbarred hdkfs		154 4		
	150				2,023 4
216, 218	50 pieces twilled hdkfs.				715 4
	Sarsenets.				
4, 3	37 pieces sarsenet	15	555		
	4 pieces sarsenet	13 4	54		
90	30 pieces crossbarred sarsenet	14	420		
	1 piece crossbarred sarsenet		17		
89	6 pieces crossbarred sarsenet	18	108		
	2 pieces crossbarred sarsenet	18	36		
	80				1,190
	Satins.				
	11 pieces satin	28	308		
	2 pieces satin	26	54		
	7 pieces satin	27	189		
	20				551
	Black silk hdkfs.				
88	50 pieces hdkfs.	13	650		
87	50 pieces hdkfs.	13 6	687 4		
	100				1,337 4
230	14 pieces crossbarrred hdkfs.	12 4			175
49	25 pieces crape	10			250
238	18 embroidered crape shawls				740
232, 233	100 pieces grass cloth				1,612
236	50 embroidered crape shawls	13			650
	1 set china coffee cups		12		
232, 234	2 dining sets china		67		
274, 275	50 black plush hats	3	150		
271, 272	100 bamboo hats	2 4	250		
131	20 white feather fans	1 4	30		
	100 bone stick fans		20		
	30 black silk waistcoats	2	60		
	11 mosquito nets	10	110		
					699
132, 133	100 Laquid tea canisters with tea	4 6			475
	120 lead boxes tea	2 6	330		
	218 lead boxes tea	3	654		
	14 lead boxes tea	2 4	35		
	352				1,019
			Carried forward,		$26,460 5

D 14.

Sales at Mazatlan, continued on account of the owners of ship Mercury, and amounts brought forward, March, 1825.

[M]		Amounts brought forward - -			$26,460
	427	grass cloth shirts - - - - - -			1,425
	47	pr. pantaloons - - - - - -			117
	18	short jackets - - - - - -			54
	—429				
	19	Laquid ware dressing-cases,	$8 - -	$152	
	11	do. work-boxes -	11 4 - -	126 4	
	2	boxes crackers - -	50 - -	100	
	1	box crackers - - - - -		60	
	—3				438 4
	90	paper lanterns - - - - -		45	
	6	brass-bound dressing cases	$5 - -	30	
	27	writing desks - - - - -		333	
	522	lbs. white sugar - -	14 - -	73 ½	
	356	lbs. brown sugar - -	12 - -	42 1½	
					523 2
	6	sofas with mattrasses -	28 - -	168	
	3	sofas with mattrasses -	32 - -	96	
	1	low priced sofa - - - - -		18	
	—				282
	10				
		Camphor Trunks.			
	35	sets 2d size trunks -	$18 - -	630	
	4	large trunks - -	11 - -	44	
	23	trunks, some damaged -	- - -	119	
	6	small trunks - - - - -		24	
	—				817
	138				
		Chairs.			
	48	chairs - - -	$40 doz. - -	160	
	142	chairs, some damaged -	- - -	442	
	—190				602
	1	pagorda - - - - -		5	
	4	bundles ribbon - - - - -		54	
	12	large tortoise-shell combs,	$4 - -	48	
	100	small combs - - - - -		31 2	
	141	rice boxes - - - - -		206 6	
					345
95, 96	100	pieces plaid sarsenet hdkfs.	11 - -	-	1,100
					$32,163 6
		CHARGES.			
		Duties paid on imports, 5 pr. ct. - - -		1,098 4	
		Paid Enopia Flates, entering and clearing ship - -		650	
				$1,748 4	

D 15.

Sales at Mazatlan, March, 1825, continued, and amount brought forward, on account of the owners of ship Mercury.

1825. [M]	Amount brought forward - - -		$32,163 6
	CHARGES.		
	Amount charges brought forward -	$1,748 4	
	Due from Augustine Fernandos, *debity* collector, Mazatlan - - - - - -	389	
	Due from Nicholas Basenta - - -	18	
	Hosea Leon - - - -	29 6	
	Ramon Gomas - - - -	31 4	
	Enopia Armada - - - -	45	
	Clerk of custom-house - - -	59	
	E. Marando, capt. of the port - -	53	
	Albarmo Sanshas, merchant - -	75	
	Francisco Farba, governor - - -	59	
	Capt. John Hall, ship John Hunter -	109	
	Enopia Flatas, merchant - - -	89	
			2,705 6
			$29,458

D 16.

Sales of sundries from ship Mercury at Guayaquil, July, 1825, on account of the owners of said ship.

1825.	47 lbs. gunpowder, 35 cts. - - - -	$16 36	
	Cabin stores - - - - - -	30	
	A lot of grape-shot - - - - -	3	
	2 lbs beef, at $25 - - - - -	50	
	158 lbs. coffee, 2 rls. - - - - -	39 4	
	22 bls. beef, at $12 - - - - -	264	
	20 gls. linseed oil - - - - -	40	
			$442 7½
	1 piece canvass - - - - -	14	
	1 box china - - - - - -	30	
	2 kegs paint - - - - - -	36	
	2 pieces canvass - - - - -	91	
	75 lbs. copper - - - - - -	32 6½	
	2 *hhds.* damaged bread - - - -	44 4	
	2 pr. steelyards - - - -	10	
	2 bls. sugar - - - - -	46	
	35 lbs. copper nails - - - -	10 7	
			315 1½
	1 pipe 118 galls. linseed oil, $2 4 - -	295	
	1 bl. powder, sold at Mazatlan - -	40	
	5½ bls. powder, sold at Guayaquil - -	200	
	2 4-lb. guns - - - - - -	50	
			585
			1,343 ½
	CHARGES.		
	Auctioneer's commission - - - -	16 4	
	Labor on stores sold at auction - - -	5	

D 16—Continued.

1825.	Labor bringing stores on shore - - -	$6	
	Discharging from boats - - - -	8 4	
	Porterage to store - - - - -	6 7	
	Auctioneer's commissions on 19 pieces canvass, bought in	8 1	
	Storage on stores - - - - -	4 4	
			$35 4
			$1,287 4½

D 17.

Sales by auction at Guayaquil, June, 1825, of the ship Mercury on account of whom it may concern.

1825.	Net sales of ship and appurtenances per auctioneer's account, June, 1825 - - - - - - -		$2,895 3
	CHARGES.		
	Labor stripping ship, per bills - - -	$269 3	
	1 case gin expended by laborers - -	12	
	Stamped paper - - - - -	1	
	Commissions paid Bartlett & Swett - -	158 3	
			440 6
			$2,454 5

D 18.

Recapitulation of sales made by H. Mathewson on the west coast of America, on account of Messrs. Perkins & Co., Canton, 1825.

Net sales at Mazatlan, March, 1825, per account -	$13,101	
Net sales at Guayaquil, 1825, - - -	21,793 7	
Net sales at Lima, 1825, - - - -	8,120 2½	
		$43,014 1½
Export duty at Guayaquil, 1825, on $18,918 a 4 per ct.	756 72	
Bags for spetia - - - - -	9	
Export duty at Lima, 1825, on $8,120 a 5 per ct. -	406	
Premium on dollars at ½ per ct. - - -	40 60	
Expenses in shipping - - - -	27	
Transit duty at Lima, 1825, on $16,530 a 1 per cent.	165 30	
Deposite on $29,631 on board U. States' frigate United States, 1825, a 1 per cent. - - -	296 31	
		1,700 7½
Net proceeds -		41,313 2
Amount invoice at Canton, June, 1824 - - - -		24,978 5
Net profit -		16,334 5
Deduct one-third net profit for freight - - - -		5,444 7
E. excepted		$35,868 2

HENRY MATHEWSON.

LIMA, 26*th Nov.* 1825.

D 19.

Recapitulation of the sales of ship Mercury's cargo on the west coast of America, 1825.

[M]	Net sales at Monterey, December, 1824	$2,229 4½
	Net sales at Mazatlan, March, 1825	29,458 5
	Net sales at Guayaquil, Sept., 1825	17,019 7
	Net sales at Lima, November, 1825	25,266 ½
		73,974 1
		$73,974 1

D 20.

Sales of sundries at Guayaquil, 1825, *on account of E. Carrington & Co. and Cyrus Butler, esq.*

1824.	13 cases gin @ $10	$130	
	7 cases gin @ 8	56	
	2 cases gin @ 9	18	
	1 case gin @ 8	8	
	23		$212
	AT GUAYAQUIL.		
1825.	11 cases gin @ $10	110	
	1 case gin	12	
	70 cases gin at auction	308 75	
			430 6
	20 cases to fill the above.		
	125		
	100 pieces No. 2 nankeens		131 2
			774
	CHARGES.		
	Freight of gin from Canton to Guayaquil, June, 1825, $1	$125	
	Box of nankeens	3	
	Duties at Guayaquil on $561 a 23 per cent.	129 2	
	Portage to custom house and thence to auction	22	
	Commissions on $774 a 5 per ct.	38 5	
			317 7
	Net		$456 1

D 21.

Sales at Mazatlan, March, 1825, *of segars, on account of Charles N. Talbot, of New York.*

1825. March 20	2 boxes segars @ $10		$20
	1 box segars @		9
	1 box segars @		6
	60 boxes segars @ 8		480

D 21.—Continued.

1825.			
March 20	18 boxes segars - $7 4 - - - -		$135
	1 box segars - - - - - -		7
			657
	CHARGES.		
	Freight from Canton to Mazatlan - -	$10	
	Commissions 5 per ct. - - -	32 85	
			42 85
		Net -	$614 10

D 22.

Sales of sundries retailed from ship Mercury, on account of the owners of said ship, 1823 *a* 1825.

1825.	To crew at different times:		
	45 lbs. leaf tobacco, samples – – –	$4 50	
	45 lbs. negro head tobacco, 60 cents – –	27 00	
	54 lbs. negro head tobacco, 40 cents – –	21 60	
	16½ yards duck, 60 cents – – –	9 90	
	72 yards duck, 50 cents – – –	36 00	
	33 dozen porter, $4 50 – – –	148 50	
	8 pieces twine, 30 cents – – –	2 40	
	75 lbs. sugar, 20 cents – – – –	15 00	
	8 bottles wine, 50 cents – – –	4 00	
			$268 90
	10 galls. linseed oil, ship George, at Monterey – –		12 50
	9 galls. lamp oil, 50 cents – – –	4 50	
	19 3-12 dozen porter – – – –	83 00	
	56 lbs. manufactory tobacco, and 6 bottles wine	22 00	
	4 gals. paint oil – – – –	7 00	
			116 50
	To crew:		
	25 lbs. manufactory tobacco – – –	11 00	
	27¾ yards duck – – – – –	15 10	
	41 lbs. coffee, Captain Macanning, 30 cents –	12 30	
			38 40
		Net –	$436 30

D 24.

Sales by Bartlett & Swett at Guayaquil, September, 1825, *of sundries from ship Mercury.*

[M] 228, 229	2 cases, 25 E., 50 pieces crape, $11 –		$550 00
[P] M 114, 116	2 cases, 100 crape shawls, $4 50 –	$450 00	
72, 68, 87, 110, 129, 145	6 cases, 300 crape shawls, $7 –	2,100 00	
36, 54, 50, 121	4 cases, 200 crape shawls, $7 –	1,400 00	
73, 70, 58, 61, 131, 135 120, 130, 52, 108, 112 125, 140, 128, 146 111, 109, 36, 96	20 cases, 1,000 crape shawls, $6 50	6,500 00	

D 24.—Continued.

143, 106, 142, 134 148, 126, 98, 91 59, 83, 99, 82	12 cases, 600 pieces crape shawls, $4	2,400 00		
115, 133, 101, 117, 147 138, 103, 144, 118	10 cases, 500 crape shawls, $6 –	3,000 00		
107, 137	2 cases, 100 crape shawls, $6 37 –	637 50		
76	1 case, 50 crape shawls – –	320 00		
16, 17	2 cases, 50 pieces levantine, $24 –	1,200 00		
18, 19	2 cases, 50 pieces levantine, $26 –	1,300 00		
24, 25	2 cases, 32 pieces camlet, $24 –	768 00		
4, 7, 10	3 cases, 140 satin shawls, $9 50 –	1,330 00		
23	1 case, 25 pieces black hdkfs., $18 –	450 00		
50	1 case, 6 pieces vesting, $40 –	240 00		
49	1 case, 9 pieces vesting, $38 –	342 00		
47	1 case, 25 pieces satin, $34 –	850 00		
46	1 case, 25 pieces satin, $30 –	750 00		
23	1 case, 25 pieces bird's-eye hkfs. $13	325 00		
37	1 case, 14 do., 13 a $11, and 1 a $15	156 00		
				24,518 50
[M] 262, 293	2 cases, 50 pieces levantine, $24 –	1,200 00		
45, 46	2 cases, 48 pieces sarsenets, $22 –	1,008 00		
	1 piece sarsenet – –	25 00		
6, 7, 19, 20	4 cases, 109 pieces X-barred hkfs. $19	2,071 00		
217	1 case, 25 pieces X-barred hkfs. $17	425 00		
	11 pieces satin, $38 –	385 00		
	4 pieces satin, $34 – –	136 00		
	10 boxes crackers, $120 –	1,200 00		
	1 box crackers – –	116 00		
				6,566 00
				$31,634 50

D 25.

Sales by Bartlett & Swett at Guayaquil—Continued, 1825.

	Amounts brought forward –			$31,639 50
[B] 10, 11	2 cases, 50 pieces, levantine –	$24	$1,200	
23, 4	3 cases, 140 levantine shawls –	9 50	1,330	
				2,530
F. 2	1 case, 41 levantine shawls –	9 50	389 50	
1	1 case, 40 levantine shawls –	10	400	
				789 50
[M]	300 pieces nankeens – –	1	300	
	300 pieces nankeens – –	75	225	
	3,300 pieces nankeens – –	87½	2,887 50	
	600 pieces nankeens – –	–	523	
	3,994 pieces nankeens – –	81¼	3,245 12½	
	8,494			
	3 boxes damaged crackers –	–	245	
	9 pieces sarsenets – –	20	180	
	23 pieces damaged nankeen –	62½	14 37½	
				7,620
	1 piece satin – – – –		35	
B. & C.	1 box, 100 pieces, com. nankeens –		131 25	
				166 25
[M]	13 pieces long nankeen, damaged – –		4 87½	
	75 pieces long nankeen, good, $1 25 –		93 75	
	340 pieces, do., at auction, damaged –		216 81¼	
	300 pieces at private sale, do. – –		230	
	181 pieces, do. do. – –		118 31½	
				663 55

D 25—Continued.

	10 sofas, $40	$400	
	1 box tea	25	
	7 boxes tea, damaged	51 31	
	11 cases gin, $10	110	
	1 case gin	12	
	1 box fans, at auction	28 50	
	55 pair shoes	87 62½	
	4 doz. shirts	197 50	
	6¼ doz. shirts	296 62½	
	2 doz. pantaloons	90	
	2 pieces grass cloth handkerchiefs	31	
	2 pieces grass cloth handkerchiefs	34	
	10 pieces grass cloth handkerchiefs	150	
	3 empty trunks	20	
			1,533 56
			$44,937 56

D 26.

Sales by Bartlett & Swett at Guayaquil, 1825, *continued, and amount brought forward.*

[M]	Amount sales brought forward		$44,937 56
	2 empty trunks	$20	
	1 empty trunk	8	
	7 pieces grass cloth clothing	23 31¼	
102	1 case 50 crape dresses @ $9	450	
214	1 case 50 tortoise shell combs @ 6 50	325	
266	1 case 50 tortoise shell combs @ 3 50	175	
	225 pairs ladies' shoes @ 1	225	
	24¼ doz. gin bottles, auction	69 81	
	70 cases gin, watered	308 75	
			1,604 87
[B] 9	1 case 23 embroidered crape shawls, $34	782	
5	1 case 50 crape dresses, $9	450	
(D)			1,232
M 40,41,42	3 cases 18 pieces velvet, $44		792
			$48,566 43
	CHARGES.		
	Duties on imports charged in account current, transit duty on goods shipped for Lima by Fifeshire, valued at $17,535 81, at 2½ per cent.	$438 50	
	Bulso, discharging cargo	36	
	To embarking goods per Fifeshire	7	
	Labor on goods in custom-house	10 50	
	Labor on goods to custom-house and auction	200 37½	
	Eurnconmo, drawing up papers relative to duties	6 50	
	Do. for stamped paper	50	
	Commissions to E. P. Amador, on fans offered for sale	4 06	
	Stamped paper for representations	1	
	Bagging and twine, covering boxes, per Fifeshire	6 50	
	Storage on goods sold at store, $40,000, at ¼ pr. ct.	200	
	Commissions on sales, $48,566 43, at 4 per cent	1,942 62½	
			2,853 56
			$45,712 87
	Duties	$9,246 7	
	Transit duty	1,387	
		$10,633 7	

D 27.

Sales by Bartlett & Swett at Guayaquil, October, 1825, of sundry goods from ship Mercury.

	1 sofa	$20	
	3 sofas, damaged	65	
	2 sofas with matresses	70	
	14 sofas at auction	324 87½	
	8 dressing-cases	41	
	6 grass cloth shirts	24	
	1 camphor trunk	10	
	1 camphor trunk, small	5	
	2 pieces grass cloth handkerchiefs	30	
	40 pieces suspenders	20	
	18 pieces suspenders	9	
			$618 87½
(D) M 74	1 case 50 crape shawls, $6 50	325	
81	1 case 50 crape shawls, $6	300	
62, 86, 94, 93, 88, 69, 80, 79, 66,	9 cases 450 crape shawls, $5	2,250	
			2,875
			$3,493 87½
	CHARGES.		
	Porterage of sofas to auction	3 50	
	Porterage of goods shipped by Almeda	75	
	Bagging, twine, and covering 7 boxes silk goods shipped for Lima by Almeda	6	
	Commissions on sales, $3,493 87, a 4 per cent.	139 75	
			150
			$3,343 87½

D 33.

Copy of Bartlett & Swett's sales at Guayaquil, October, 1826.

1826.			
Oct. 31	Cash 2 grass cloth shirts, $4		$8
	2 trunks		12
Dec. 4	6 pieces black ribbon		3
27	1 sofa		34
1827.			
Jan. 4	4 grass cloth shirts		16
11	35 pieces black ribbon		17
Feb. 14	1 piece grass cloth handkerchiefs		15
11	1 do. do.		16
March 15	18 pieces clothing		45
18	1 piece grass cloth handkerchiefs		15
April 14	250 pieces clothing		432
	20 pieces grass cloth handkerchiefs		240
May 31	1 Do. do.		15
June 27	3 Do. do.		39
			$907

D 33—Continued.

	CHARGES.		
	Labor $1 1; storage $9 ¼ – – –	$10 1¼	
	Commission 4 per cent. – – –	36 2¼	
			46 3½
			$860 7½
	4 panes window glass – – – –	$1 4	
	19 pieces canvass at auction – – –	195 6½	
	1 sofa – – – – –	25	
	1 looking-glass and 6 chairs – – –	25	
		$247 2½	
	Porterage of chairs – – $0 2		
	Commissions – – – – 7 7		
		8 1	
			$239 1½

D. 34.

Sales of sundries at Guayaquil, 1826, *on account of the owners of ship Mercury, being part of said ship's cargo from Canton, June,* 1825.

1826.			
Oct. 31	Cash 2 grass shirts, $4 – – – –	$8	
D. 4	" 2 trunks, $6 – – – –	12	
27	" 1 sofa – – – – –	34	
1827.			
Jan'y 4	" 4 grass cloth shirts – – – –	16	
Feb. 18	" 1 piece grass cloth hhks. – – –	15	
			$85 00
Mar. 11	" 1 piece grass cloth hhks. – –	16	
15	" 18 pieces grass cloth clothing – –	45	
18	" 1 piece grass cloth hhks. – – –	15	
April 14	" 250 pieces grass cloth clothing – –	432	
	" 20 pieces grass cloth hhks., $12 – –	240	
May 31	" 1 piece do do – –	15	
June 23	" 3 pieces do do $13 – –	39	
			802 00
			$887 00
	CHARGES.		
	Paid labor – – – – –	1 1	
	Storage, 1 pr. ct. – – – – –	9 0½	
	Commissions, 4 pr. ct. – – – –	36 2¼	
			46 3¾
			$840 7½
	4 panes window glass – – – –	1 4	
	19 pieces canvass at auction – – –	195 6½	
	1 sofa – – – – –	25	
	1 looking glass and 6 chairs – – –	25	
		$247 2½	
	Porterage of chairs – – $0 2		
	Commissions – – – – 7 7		
		8 1	
			239 1½
			$1,079 5¾

Plaintiff's statement No. 1.

Statement of sales of the Mercury's cargo and of other receipts of money for her account, and of shipments of money and of other payments made for her account.

Sales made at Monterey and Mazatlan - - - - -	$31,687 56
Sales made at Guayaquil of cargo - - - - - -	17,019 87
Sales made at do of the ship, ship stores, and other receipts of money - - - - - - - - -	5,092 00
Sales made at Lima of the cargo - - - - - -	25,266 06
Received of sundry other sources - - - - -	1,855 02
Received for general average on the ship - - - -	2,502 68
Received for freight of goods from Canton, per Mercury - -	6,169 31
	$89,595 50

Sales $31,687 56	—Shipments of specie	$28,965 44	per French brig.
17,019 87	" "	14,000 00	per Fifeshire.
25,266 06	" "	30,405 74	from Lima.
$73,973 45		$73,371 18	

Plaintiff's statement No. 2.

Statement of sales made for Perkins & Co., and of payment of duties, premiums, and expenses, and shipment of money, per Superior.

Sales made at Mazatlan - - - - - -			$13,101 00
Sales made at Guayaquil - - - - -		$21,793 58	
Charges of duties, premiums, &c., book D., page 18, of - - - -	$1,700 93		
Proportion of general average on the ship Mercury, book A, page 14 - -	1,862 37		
		3,563 30	
			18,230 28
Sales at Lima - - - - - - -			8,120 37
This is the net proceeds - - - - -			$39,451 65
Deduct ⅛ profits for book D, page 18 - - - -			5,444 87
			$34,006 78

Plaintiff's statement No. 3.

Statement of sales made for Forbes & Co., and payments and shipments.

Sales made at Mazatlan	$321 10
Sales made at Guayaquil	559 75
At Lima	1,281 75
	$2,162 87
Duties and expenses, book A, 17	121 00
	$2,040 87
Proportion of general average on the ship, book A, 17	105 43
This is the net proceeds	$1,935 44
Deduct ⅓ profits for freight, book A, 17	208 93
	$1,726 51
Paid disbursements at Monterey and Mazatlan	2,722 12
Shipped at Mazatlan on board the Mercury, and the same sum put on board the French brig and sent to Lima	28,965 44
Shipped per Fifeshire to Lima	14,000 00
Paid sundry disbursements at Guayaquil, duties, &c.	7,166 87
Shipped on board the Superior (from Lima)	30,405 74
Paid sundry duties, &c., at Lima	2,455 56
	$85,705 73
Balance due the owners	3,889 77
	$89,595 50

Plaintiff's statement No. 5.

Statement of sales made for C. N. Talbot, and of payments and shipments.

At Mazatlan	$614 15
Paid deposite on board U. States frigate, $6 14	6 14
	$608 01
Your proportion of general average on ship, book A, 19	37 14
Net proceeds	$570 87

Plaintiff's statement No. 4.

Statement of sales made for Russell & Co., and of shipments and payments of duties, &c.

Sales made at Mazatlan		$444 28
Sale made at Guayaquil		2,636 15
Sale made at Lima		571 87
		$3,629 50
Paid charge of duties at Guayaquil, Lima, deposite on board U. S. frigate, &c., book A, page 15		210 93
		$3,418 57
Proportion general average on ship, book A, page 15		186 44
		$3,232 13

Plaintiff's statement No. 6.

Recapitulation of sales per Mercury—payments and shipments of specie per Superior, viz:

Sales and receipts for owners of Mercury			$89,595 11
Sales for freighters, viz:			
Perkins & Co.	$34,006 78		
Forbes & Co.	1,726 51		
Russell & Co.	3,232 13		
Talbot	570 87		
		39,536 29	
Sales Mathewson's adventure		12,600 00	
			$141,731 40
Paid for owners of Mercury	12,334 55		
Shipped per Superior	73,371 18		
Charged loss by Tillica	3,861 69		
		89,567 42	
Sales for Perkins & Co.	34,006 78		
Charged loss by Tillica	5,263 87		
		p'd 28,742 91	
Sales Forbes & Co.	1,726 31		
Charged loss by Tillica	155 88		
		p'd 1,570 43	
Sales Russell & Co.	3,232 13		
Charged by Tillica	741 44		
	2,490 69		p'd 2,661 94
Sales C. N. Talbot	570 87		p'd 570 87
Sales Mathewson	12,600 00		p'd 20,775 50
			$143,889 07
Less by Tillica—owners	$3,861 69		
	5,263 87		
	155 88		
	741 44		
	$10,022 88		

Plaintiff's statement, No. 7.

Sales of the cargo at Monterey, Mazatlan, Guayaquil and Lima		$73,974 00
Shipped in specie, per Superior		73,371 18
Difference between sales and money shipped		

Besides the sales of the cargo belonging to the owners of the Mercury, Captain Mathewson received the following sums for their account:

At Guayaquil.		
Sales of the hull of the ship	$2,454 62	
of the ship stores	1,287 56	
Charged James	510 00	
Received hospital money charged seamen	436 31	
Sales of oars and counterfeit dollars	61 00	
Sales of gin, E. C. & Butler	284 74	
Of seamen, hospital money	58 62	
		5,092 85
At Lima.		
Abatement of storage	273 18	
Of Nixon, McColl & Co.	384 90	
Of Lynch, freight cotton	299 94	
Of Wm. S. Wetmore, bal. of defendant's last voyage	500 00	
Of A., W. & Co., advance on goods left for sale	400 00	
Of freighters, for general average on ship	2,502 68	
Of freighters, for freight of goods from China, per Mercury	6,169 30	
		10,530 00
		15,682 25

Besides the money shipped, Mathewson paid the following sums for account of Mercury:

At Monterey.		
Paid disbursements	$1,052 81	
At Mazatlan.		
Paid disbursements	1,669 30	
		2,722 11
At Guayaquil.		
Paid Captain Skiddy	121 00	
Paid transit duty on goods, per Fifeshire	219 00	
Paid freight per Fifeshire	400 00	
Paid export duty on 14,000 D , and porterage, &c. 7	567 00	
Paid disbursements at Guayaquil	1,324 87	
Paid porterage bill, seamen money	4,535 00	
		7,166 87
At Lima.		
Paid deposite money on board U. States ship	500 00	
Paid duty and expenses on money shipped at Lima	1,601 81	
Paid Wm. S. Wetmore expenses on 2,500, per George, last voyage	203 75	
Paid transit duty on 14,000 Ds. at Chorillos	140 00	
		2,445 56
		12,334 54
		$3,288 32

Plaintiff's statement, No. 8.

A recapitulation of Mathewson's statements, filed with the masters and returned to the court, showing the amount of all moneys received for sales of the Mercury's cargo and of the freighters:

Statement No. 8—Sales at Monterey and Mazatlan, for owners and freighters	$46,341 39
Statement No. 6—Sales at Guayaquil, for owners and freighters	46,465 85
Statement No. 3, and Statement H—Sales at Lima, for owners and freighters	35,240 05
	128,047 29

Recapitulation of statements of sales made by Mathewson, of his own adventure:

Statement No. 3—Sales at Monterey and Mazatlan	6,081 42	
Do. No. 3—Sales at Guayaquil	4,499 94	
Do. No. 3—Sales at Lima	2,018 64	
		12,600 00
		140,647 29

Recapitulation of Mathewson's statements, filed with the masters and returned to the court, of moneys remitted Lima, of moneys received at Lima, for the sales made as above stated at Monterey, Mazatlan, Guayaquil and Lima:

Statement No. 3—Remitted from Mazatlan, per French brig	$50,438 19
Do. No. 1, and bill of lading—Remitted from Guayaquil in dollars, per Fifeshire	22,000 00
Statement No. 1—Remitted from Guayaquil in bill of exchange of B. & S.	10,000 00
Statement No. 3—Received at Lima for goods sold by A. Wetmore & Co.	37,258 69
Statement No. 6—Received at Lima for sales made at Guayaquil to Skiddy, and sales made by B. & Swett of goods left with them, and sold after Mathewson left Guayaquil	9,663 87
	129,360 75

Recapitulation of payments charged by Mathewson to the owners, *paid* out of the moneys received for sales, viz:

Account book No. 6, and printed answer, page 27—At *Monterey*, $1,052 81; at Mazatlan, $1,669 31	$2,722 12	
Mathewson's statement, No. 1—At *Guayaquil*, paid Skiddy $121, freight $219, duty on Ds. $567, seamen $4,535, disbursements $1,324 87		
And Mathewson's account No. 6, rendered the owners—Premium on Ds. $350, premium on draft of B. & Swett, $400, Rocas, $109 10, stockings, &c. $47, passage to Chorillos, $150	7,822 97	
		10,545 09
		139,905 84
Leaving on hand, or spent in expenses of his own		741 45
		$140,647 29

This statement shows the amount sales, and that the same was safely remitted and paid away for disbursements and expenses.

Plaintiff's statement, No. 3.

Alsop, Wetmore & Co., render sales to Mathewson of goods sent from Guayaquil, (see sales in Wetmore's deposition,), net - - -	$37,258 56

The general statement of all sales, and the disposition of the proceeds to show the whole amount was safely remitted to Lima.

Plaintiff's statement, No. 4.

Statement No. 4, to show that Mathewson could have had no moneys on board the steam brig Tellica, proceeding from the sales of goods from the Mercury, or from the sales of the hull of the ship and ship stores, and of moneys collected on account of old debts.

The sales at Monterey and Mazatlan net, after deducting disbursements and expenses as appears by his book A, 72 page, is - - - - - - -	–	$50,438 19
Sales at Guayaquil of goods from the Mercury, per Bartlett & Swett's account sales, net - - - - -	$35,078 86	
Sales of the ship and ship stores and moneys charged James, seamen, &c., for sundries for the Mercury, and advances by the owners, and credited by Mathewson in his account book ‡ 6 - - - - - -	5,092 85	
		40,171 71
Sales at Lima of goods sent from Guayaquil for account of the owners of the Mercury, and freighters, and Mathewson's own goods per account sales of A. W. & Co. in Wetmore's deposition, net - - - -	–	37,258 56
		$127,868 46
This sum is accounted for by Mathewson, as follows:		
Shipped to Lima, per French brig; see book A, page 72, in specie - - - - - - -	47,238 19	
Remitted to Lima two bills of exchange to Alsop, W. & Co. to be collected; see book A, page 72, and A. W. & Co.'s account, crediting the same - - -	2,200	
Sent home 1,000 dollars per Manchester; see book A, page 72 - - - - - - -	1,000	
		$50,438 19
Remitted to Lima, per Fifeshire, from Guayaquil; deposited on board U. S. ship; see bill of lading in Wetmore's deposition - - - - -	22,000	
Received and carried to Lima, Bartlett & Swett's bill of exchange on A., W. & Co. in Mathewson's favor; see B. & Swett's account of A., W. & Co.'s account current crediting Mathewson the same - - - -	10,000	
Mathewson paid sundry disbursements and export duties as enumerated in statement No. 2; see his account book No. 6, where part of the same are charged the Mercury and part is included in B. & Swett's account current -	7,822 97	
		39,822 97
Carried forward, -	–	90,261 16

Statement—Continued.

Amount brought forward, -	-	$90,261 18
Received at Lima from Alsop, Wetmore & Co. for sales of goods by them per their account sales affixed to W. S. Wetmore's deposition - - - - - -	-	37,258 56
		127,519 72
Leaving on hand,	-	348 74
		$127,868 46

If the sales at Monterey, Mazatlan, Guayaquil, and Lima amounted to *no more* than is shown by the accounts of Mathewson, Bartlett & Swett, and Alsop, Wetmore & Co., viz: $127,519 72–100, it is evident there could have been no money on board the Tellica for account of the owners of the Mercury, or the freighters, or even Mathewson himself.

Recapitulation of sums in *safety*.

Mathewson shipped per French brig, in specie and bills of exchange - - - - - - -	$49,438 19
Sent home by Manchester - - - -	1,000
Sent to Lima per Fifeshire - - - -	22,000
Sent or took B. & Swett's draft on A., W. & Co. -	10,000
Paid away for disbursements, duties, &c. &c. at Guayaquil	7,822 97
Received of A., W. & Co. the amount of their sales at Lima - - - - - - - - -	37,258 56
	127,519 72
On hand, brought from Guayaquil, or otherwise disposed of	348 74
	$127,868 46

It [is] evident from this statement, which is derived from Mathewson's books, and from Bartlett & Swett's account, and Alsop, W. & Co. with Mathewson.

X.

Plaintiff's statement—Mathewson's account with himself of moneys received at Monterey, &c.

Henry Mathewson in account current with himself, commencing at Monterey and ending at Lima.

		Dr.		
1825. March 6	For sales of merchandise from the cargo of ship Mercury, from the freighters' goods and my own adventure, sold at Monterey and Mazatlan - - - - - -			$53,160 31
	Specie sent to Lima by French brig -	$47,238 19		
	Bills exchanged do. - - -	2,200		
	1,000 dollars sent home of money received at Mazatlan - - - -	1,000		
	Paid disbursements at Monterey and Mazatlan out of sales - - -	2,722 12		
		53,160 31		53,160 31
				At Guayaquil

Statement X—Continued.

1825. September. Bartlett & Swett's account sales and account.	For sales made at Guayaquil, by Bartlett & Swett, pr. their acct. sales, after deducting duties, which duties are charged in their account current –	$35,078 86	
Acct. No. 6	For sales of the hull of the ship Mercury	2,454 62	
Acct. No. 6	For sales of the stores of the ship –	1,287 56	
Acct. No. 6	For received of B. James, for money advanced his wife by the owners on draw bill – – – – –	510	
Acct. No. 6	For received of seamen for hospital money	58 62	
Acct. No. 6	For received of seamen for sales of sundries from the ship, and deducted from their wages – – – –	436 31	
Acct. No. 6	For received for the sale of 50 oars –	50	
Acct. No. 6	received for 11 counterfeit dollars –	11	
Acct. No. 6	received for gin sold, belonging to Butler and E. Carrington & Co. – –	284 74	
			$40,171 71

Cr.

1825. March	By paid disbursements of the ship at Monterey – – – – –	$1,052 81	
Voucher ac. No. 6, rendered owners do., and 1st answer, page 22.	By paid disbursements of the ship at Mazatlan – – – – –	1,669 31	
			$2,722 12
Book and A., W. & Co.'s acct.	By cash on board leaving Mazatlan, viz: in silver, pina, and dollars, $47,238 –	$47,238 19	
	In bills of exchange, on Samlor & Bigg –	2,200	
			49,438 19
	(The above were sent to Lima by the French brig, and deposited on board the United States ship.)		
Book.	By one thousand dollars sent home by Manchester – – – – – –		1,000
			$53,160 31

1825. Septem. Acct No. 6	By paid Captain Skiddy for deficiency of goods sold him – – –	121	
Acct. No. 6	By paid duty on goods shipped at Guayaquil to Lima, Sept., 1825, per Fifeshire –	219	
Acct. No. 6	By paid export duty on 14,000 ds. pr. Fifeshire, shipped to Lima, and deposited on board the United States ship, 560 ds., and porterage and bags, $7 – –	567	
Acct. No. 6	By paid disbursements of Mercury at Guayaquil – – – – –	1,324 87	
Acct. No. 6	By paid seamen discharged at Guayaquil –	4,535	
		6,766 87	
Bill lading Wetmore's depo.	By cash shipped at Guayaquil, pr. Fifeshire, to Lima, and deposited on board the United States ship – – –	22,000	
B. & S.'s acct.	By paid duties on 10,000 dollars – –	300	
B. & S.'s acct.	By paid premium on 5,000 dollars – –	50	
B. & S.'s acct.	By paid Bartlett & Swett, for their draft in my favor on A., Wetmore & Co. at Lima	10,000	
B. & S.'s acct.	By paid premium on the draft – –	400	
B. & S.'s acct.	By paid M. de la Rocas for duties on box silver at Mazatlan – – $99 10 For a bag of rice – – 10	109 10	

Statement X—Continued.

B. & S.'s acct.	By paid Bartlett & Swett for stockings, shawls, handkerchiefs and trunk –	$47	
B. & S.'s acct.	By paid B. & Swett my passage to Chorillos or Lima, per steamer Tellica –	150	
			$39,822 97
	Left on hand at Guayaquil – – –		348 74
			$40,171 71

Statement of moneys realized by Capt. Mathewson, according to his own testimony.

1822. Nov.	Remitted his wife from Gibraltar – – – –	$500
1823. Dec.	Received from Lynch on account of flour, remitted to him at Providence, per brig Harriet at Balto. – – –	2,000
	Remitted his wife from Guayaquil – – – –	1,000
	Remitted his wife from Lima, per Capt. Andrews – –	1,000
	Remitted Thos. Dickerson & Co., London – – –	2,300
	Brought home in the ship Portia, when he returned home, 1827 – – – – – – – –	37,956
	Received since from Alsop, Wetmore & Co., per ship Potosi	9,129
	Received from Alsop, Wetmore & Co., per Florida, 1830 –	1,612
		$55,497

And at the June term, 1842, the following exceptions were filed to the master's third report:

Exceptions to master's report.

CIRCUIT COURT OF U. STATES,
In and for Rhode Island district, in chancery:

Exceptions taken by Henry Mathewson to the supplemental report of Charles F. Tillinghast, Richard K. Randolph, and John H. Ormsbee, masters, filed by said masters in the office of the clerk of said court on the 11th day of April, 1842, in the case in equity wherein John H. Clarke, administrator of Willard W. Wetmore, is complainant, and Henry Mathewson, Cyrus Butler, and Edward Carrington, are defendants.

Statement No. 3, and references therein made.

1st exception. For that the said masters have not charged to said Mathewson, in the account annexed to their said report, the sum of three thousand nine hundred [and] thirty-one dollars, or about that sum, being the proceeds of said Mathewson's private adventure sold by him at Guayaquil, and not included in Bartlett & Swett's account

of sales, whereas the said masters ought so to have charged the same.

Printed answer, page 51.

2d exception. For that the said masters have not charged to said Mathewson, in their said account, the sum of four hundred dollars, cash by him received from B. Sweney's estate, whereas the said masters ought so to have charged the same.

Printed answer, page 51.

3d exception. For that the said masters have not, in their said account, charged to said Mathewson the amount of seven hundred dollars by him received of divers persons for purchasing specie at Guayaquil, whereas said masters ought to have charged said sum in their said account.

Printed answer, page 51—*complainant's acpt. X.*

4th exception. For that the said masters have not, *and* by their said account, charged to said Mathewson the sum of twelve hundred dollars, being the amount of remunerations and gratifications by him received at Mazatlan and on hand at Guayaquil, whereas the said masters ought to have charged said sum in their said account.

Statement No. 7, and references in same.

5th exception. For that the said masters, in their said account, have credited to said Mathewson the sum of four thousand five hundred [and] thirty-five dollars as paid by him to seamen at Guayaquil, whereas said masters ought to have credited only the sum of one thousand seven hundred [and] sixteen dollars, or about that sum, as paid to seamen at said Guayaquil.

6th exception. For that the said masters, in and by their said report, have not stated how much, if any, money belonging to the owners of the ship Mercury and cargo was on board the steam brig Tilica at the time she was blown up, nor how much of said money lost on board said steam brig, if any, ought to be charged to the said owners by the said Mathewson.

Wherefore the said Henry Mathewson excepts to the said masters said supplemental report, and humbly appeals therefrom to the judgment of this honorable court.

SAM'L Y. ATWELL,
THO'S F. CARPENTER,
Solicitors for Henry Mathewson.

Upon which the following decree was entered at the November term, 1842.

Decree.

Circuit court of the U. States, November term, A. D. 1842.

RHODE ISLAND DISTRICT, *sc:*

In chancery, between—

WILLARD W. WETMORE, complainant,
and
HENRY MATHEWSON and others, defendants.

And between

JOHN H. CLARKE, administrator on the estate of the said Willard W. Wetmore, plaintiff in revivor,
and
HENRY MATHEWSON and others, defendants.

This cause came on to be heard upon the report of the masters made in this cause at the November term, A. D. 1840, of this court, and upon the exceptions filed thereto; and upon the report of the masters made in this cause at the November term, A. D. 1841, of this court, and the exceptions filed thereto; and upon the masters' report in this cause, filed in the clerk's office of this court on the 11th day of April, A. D. 1842, and the exceptions filed thereto, and counsel being heard thereon:

In consideration whereof, it is ordered, adjudged, and decreed, that the exceptions to the first mentioned report be disallowed, and that the said report do stand and be confirmed, except so far as the same is altered by the report aforesaid made to the November term, A. D. 1841, of this court, and the report aforesaid filed in the clerk's office of this court on the 11th day of April, A. D. 1842.

It is further ordered, adjudged, and decreed, that the exceptions to said report, made at the November term, A. D. 1841, of this court, be disallowed, and that said report do stand and be confirmed, except so far as the same is altered by the said report, filed in the clerk's office of this court on the 11th day of April, A. D. 1842.

It is further ordered, adjudged, and decreed, that the exceptions to the said report, filed in the clerk's office of this court on the 11th day of April, A. D. 1842, be disallowed, and that said last mentioned report do stand and be confirmed.

It is further ordered, adjudged, and decreed, that the said John H. Clarke, administrator on the estate of the said Willard W. Wetmore, in his said capacity of administrator, have and recover of the said Henry Mathewson the sum of eight thousand six hundred and eighty-five dollars and sixty-six cents, said sum being the amount

found due by said last mentioned report, together with costs, and that execution issue therefor.

Let this decree be filed in the clerk's office in this cause.

JOSEPH STORY,
Ass. Jus. of the Sup. Ct. of U. States.
JOHN PITMAN,
District Judge U. S. R. I. district.

To the CLERK *of the Circuit Court of U. S. for the dist. of R. I.*

Second day, November term, 1842, ordered to be entered as the decree of this court.

JOHN T. PITMAN, *Clerk.*

Upon which the following petition was presented to the court, and bond filed.

Petition for appeal.

RHODE ISLAND DISTRICT, *sc:*

Circuit court of the United States, November term, 1842.

To the honorable circuit court of the United States in and for Rhode Island district:

Respectfully represents Henry Mathewson, of Providence, in said district, that on the 30th day of November, A. D. 1842, a final decree was made and pronounced by said court in a certain cause in equity wherein John H. Clarke, administrator of the estate of Willard W. Wetmore, deceased, is complainant, and said Henry Mathewson, together with Edward Carrington, Samuel Wetmore, and Cyrus Butler, are defendants; that the said Mathewson is desirous of appealing from said decree to the Supreme Court of the United States, next to be holden at Washington, in the District of Columbia, on the second Monday in January, A. D. 1843; that he offers an appeal bond, signed by himself as principal, and Henry C. Mathewson and Cyrus B. Manchester as sureties. Wherefore he prays that his said appeal may be allowed, and his bond in this behalf approved.

HENRY MATHEWSON.

RHODE ISLAND DISTRICT, *Dec. 9th*, 1842.

The above appeal is allowed, and the said bond approved.

JOHN PITMAN,
District Judge U. S. for Rhode Island district.

Appeal bond.

Know all men by these presents that we, Henry Mathewson, of the city and county of Providence, in the State of Rhode Island, as principal, and Welcome Fenner of Cranston, and Henry C. Mathewson of Providence, as sureties, are held and firmly bound unto John H. Clarke, administrator of the estate of Willard W. Wetmore, deceased, in the sum of five thousand dollars, to be paid to the said John H. Clarke, administrator as aforesaid, his executors,

administrators, and assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents.

The condition of the above obligation is as follows: whereas, at the November term of the circuit court of the United States for the first circuit, began and holden at Providence, within and for the Rhode Island district on the fifteenth day of November, A. D. 1842, a final decree was rendered and pronounced by said court in a cause in equity in said court pending, wherein John H. Clarke, of the city and county of Providence, (administrator of the estate of Willard W. Wetmore, deceased,) in said Rhode Island district, and a citizen of said Rhode Island State and district is complainant, and the said Henry Mathewson, Edward Carrington, Samuel Wetmore, and Cyrus Butler are defendants; the same being a bill of revivor of a cause in equity wherein the said Willard W. Wetmore deceased was the original complainant, and the said Henry Mathewson, Edward Carrington, Samuel Wetmore, and Cyrus Butler were defendants; from which decree the said Henry Mathewson has appealed to the Supreme Court of the United States next to be holden at Washington, on the second Monday of January next.

Now, therefore, if the said Henry Mathewson shall prosecute his said appeal before said Supreme Court of the United States with effect, or in default thereof shall well and truly pay all such costs and damages as shall be adjudged for him to pay by said Supreme Court, or by said circuit court, by reason of said appeal, then the before written obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Sealed with our seals, and dated this seventh day of December, A. D. eighteen hundred and forty-two.

HENRY MATHEWSON, [L. S.]
WELCOME FENNER, [L. S.]
H. C. MATHEWSON, [L. S.]

Signed, sealed, and delivered, in presence of
JOHN RYAN.

December 9, 1842, approved,

JOHN PITMAN, *District Judge.*

RHODE ISLAND DISTRICT, *sc:*

CLERK'S OFFICE, CIRCUIT COURT,
[L. S.] *At Providence, Dec.* 9, *A. D.* 1842.

I, John T. Pitman, clerk of said circuit court, do hereby certify, that the above and foregoing six hundred pages contain a true transcript of the record of the case in equity, John H. Clarke, administrator of Willard W. Wetmore, deceased, complainant, against Henry Mathewson et al., respondents; also a true copy of the petition for appeal proceedings thereon, and the appeal bond.

In testimony whereof, I have hereunto set my hand, and the seal of said court, on the day and year last above written.

JOHN T. PITMAN, *Clerk.*